

CASE OF A. D. BONESTEEL, AGENT FOR THE MENOMONEE  
INDIANS.

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LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING

*The report of Mr. Pritchette in the case A. D. Bonesteel, United States  
agent for the Menomonee Indians.*

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DECEMBER 6, 1860.—Laid upon the table, and ordered to be printed.

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DEPARTMENT OF THE INTERIOR,  
December 5, 1860.

SIR: In compliance with the resolution of the House of Representatives, adopted June 23, 1860, I have the honor to transmit a copy of the report of Mr. Pritchette, the special agent appointed to investigate certain charges against A. D. Bonesteel, United States agent for the Menomonee Indians, together with a copy of the letter of the Commissioner of Indian Affairs, accompanying the same.

I ought to add that, although the resolution was passed on the 23d, it was not received at this department until the 27th of June, and, Congress having adjourned on the 25th, it was not possible to report at the last session.

Very respectfully, your obedient servant,

J. THOMPSON, *Secretary.*

Hon. WM. PENNINGTON,

*Speaker of the House of Representatives.*

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DEPARTMENT OF THE INTERIOR,  
*Office of Indian Affairs, December 4, 1860.*

SIR: On the 27th of June, after the adjournment of the last session of Congress, you referred to this office a resolution of the House of Representatives calling for "the report of Mr. Pritchette, who was

appointed to investigate certain charges against A. D. Bonesteel, Indian agent," &c. I have now the honor to transmit herewith a copy of the report referred to, together with accompanying papers. The resolution is returned.

Very respectfully, your obedient servant,

A. B. GREENWOOD,  
*Commissioner.*

Hon. J. THOMPSON,  
*Secretary of the Interior.*

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*Report of James H. Howe, attorney for the Menomonee Indians.*

GREEN BAY, Wisconsin, June 16, 1860.

GENTLEMEN: I have thought it proper to make a report to you of my proceedings, as the attorney for the Menomonee nation of Indians, in the investigation of the charges against Indian Agent A. D. Bonesteel before a special agent of the Indian department in April last. I have delayed until this time because I regarded the testimony against Mr. Bonesteel so complete that his removal would immediately follow its submission to the department. I had no desire to present to you the evidence upon which that result would be based, because neither you nor myself had any personal feeling against the agent; we simply sought his removal because we deemed him unfaithful to the trust reposed in him by the government; we had no personal quarrel to resent on his person. I learned yesterday, for the first time, that the administration had not only resolved to retain him, but had declared him "entirely exonerated" from all charges against him. Under such circumstances, I deem it my duty to lay before you a statement of what the charges and what the testimony adduced in their support actually were. I send you herewith the notes of the testimony as they were taken at the time. They will be found to agree, in substance, with those of the special agent.

I sought to write down the exact language of the witnesses, which Mr. Pritchette did not; hence you will find some verbal differences in the two reports. I have also prepared a sort of index, which I transmit, which may be of service to you in examining the testimony.

The honorable the Secretary of the Interior was singularly unfortunate in his selection of an agent to make this investigation. He was, in my judgment, utterly unsuited, by his habits of mind and body, for this purpose. He manifested the strongest prejudices against the Indians, and that in the most offensive manner. His treatment of them on all occasions, when I was present, was insolent and overbearing.

He, apparently, did not believe a word they said, and very rarely hesitated to avow his disbelief. He, as apparently, had the utmost confidence in every statement made by the accused or his employés. A divinity seemed to hedge an official until he got down to the blacksmith who had volunteered an affidavit in behalf of the Indians.

He occupied the same premises that were used by Bonesteel and his counsel, and was, to all appearance, in confidential communication with them during the whole time of the investigation.



I shall have occasion to state his course in reference to a few matters that arose, from which you will be able to judge of his good temper and fairness.

It is but just to say here that a portion of the charges were utterly unsupported by any evidence. Some of them had no existence; others we were unable to prove because of the absence of witnesses. The charges in reference to the sale of lumber, and the conduct of Bonesteel to the Indians at "payment time," were not supported by proof. The former would never have been heard of if Mr. Bonesteel or his employés had explained the transaction to the Indians. This is true of several others.

The principal charge against Mr. Bonesteel, which was established by conclusive proof, is, that in the month of January, 1859, he was intrusted with \$5,000 with which to purchase provisions for the Indians, and that he did not apply it to that purpose.

The money was transmitted to him from Washington on the 22d of January, 1859. It must have been received by him on or about the 28th of that month.

Mr. Gauthier (Gokey) testifies (p. 35) that he, in company with head chief A-quo-no-ma, second head chief Keshena, left the reservation for Washington on the 15th of January, 1859; that a portion of the provisions purchased by Bonesteel had arrived *before* his departure; and that he met more on the way as he went to Fond du Lac. This statement is corroborated by A-quo-no-ma (p. 18) and by Keshena, (p. 24.)

Powell says the provisions began to arrive about the middle or last of February, (p. 91.)

There is no testimony, then, contradicting Mr. Gauthier's, and it is *conclusive* that a greater portion at least, and probably all of them, were purchased prior to the 15th of February, 1859. Mr. Bonesteel alone *knew* when they were purchased, and he introduced no proof fixing a later day.

For this \$5,000 he sent to the reservation 400 *sacks*, of 98 pounds each, of flour, 100 barrels of mess pork, and 150 bushels of corn. He took a receipt signed by the chiefs, and *dated the 21st day of April*, 1859, for this quantity of provisions, and filed it as his *voucher* for that sum of money.

This gave him \$4 62½ per sack for flour, or \$9 25 per barrel; \$29 25 per barrel for pork, and \$1 50 per bushel for corn delivered at the warehouse.

Now, what were flour, pork, and corn worth, and for how much *ought* they to have been delivered? It is in proof that the usual prices for transportation from Fond du Lac, Oshkosh, and Omro to the reservation were one dollar per hundred pounds. This would be two dollars per barrel for flour, and three dollars per barrel for pork.

Mr. Nabor, a merchant near the reservation, says that second quality of flour, superfine, was worth, in February, 1859, at Shawano, eight miles from the Indians, \$6 50; first quality of winter wheat, \$7 per barrel, (p. 14;) that he bought pork at Mayville, twenty miles from Fond du Lac, and that he *sold* it, at his store in *Shawano*, for \$20 a barrel at this same time.

If this is a *true statement*, Mr. Bonesteel's profit upon flour was from

\$2 75 to \$2 25 per barrel, and upon pork \$9 25 per barrel, making a *net profit* on flour of at least \$450, and on pork of \$925; in all, \$1,375 upon \$5,000.

An Indian testifies (p. 37) that he purchased flour *on the pay ground*, at the very time of this distribution, for \$6 per barrel.

D. W. Smith, a merchant at Fond du Lac, testifies that on the 8th of February, 1859, he purchased best quality of spring wheat flour for \$2 75 per sack; on the 15th of February he paid \$3; and on the 25th, \$3 25, which was the highest point reached. If *this* be true, after adding \$1 for transportation, Bonesteel's profits were from \$1 75 to \$1 25 per barrel, according as he bought in the first or in the latter part of February.—(See *testimony*, p. 120.)

Wm. C. Fredericks, a merchant doing business at Oshkosh, testified (p. 121) that, February 1, 1859, he sold flour of an extra quality, at that town, for \$2 62 per sack, and February 16 and 24 at the same price. This, if true, would afford Mr. Bonesteel a profit of \$2 a barrel on his purchase of flour.

Mr. Alonzo Bachelder testified (p. 121) that in the winter of 1859 he *manufactured* two hundred sacks of flour for Mr. Bonesteel, which he understood, but not from Bonesteel, were for the Indians, and that he afterwards, in the *latter part of February*, sold the same quality of flour from \$2 87 to \$3 12 per sack. This would give Mr. Bonesteel a profit of from 75 cents to \$1 25 per barrel.

Before this witness's examination was completed he was directed by Mr. Pritchette to procure his "books," and he left for that purpose. Before his return I was obliged to leave for Madison, and I left the completion of his examination to my associate, Mr. Pritchette voluntarily consenting that his examination should be finished.

I am informed by Mr. Kershaw, my associate, that after my departure Mr. Pritchette refused to permit him to finish the affidavit of Mr. Bachelder, and denied all knowledge of any promise to do so. This is much to be regretted, as we could have proved, I am instructed, that he made at least a portion of the flour which Mr. Bonesteel sent to the Indians, as his books would have shown.

When Mr. Pritchette made the arrangement in regard to this re-examination he was very much intoxicated, and perhaps could not remember it upon becoming sober.

Mr. John Marshall gives the price of flour about the middle of February at \$2 62 per sack, the same as given by Mr. Fredericks, (p. 124.)

J. A. Paige, of Oshkosh, gives the price of heavy mess pork in that place, January 18, 1859, at \$16 66 per barrel, with a rise to March 30 up to \$18 16. By adding \$3 per barrel for transportation, we have a net profit of from \$800 to \$950 upon the pork alone. He agrees substantially with Fredericks as to the price of flour.

To rebut this case, Mr. Bonesteel examined two Indian traders, Mr. Cown and Mr. Cavert, who testified that they *sold* flour at retail for about the prices Mr. Bonesteel charged the Indians.—(See pp. 106, 107, and 110.) Mr. Cown testifies to paying at Oshkosh \$7 a barrel for flour, and \$22 a barrel for pork. *This*, it will be remembered, is in the very town where Fredericks and Paige were *selling* at the same time at the prices stated by them above.

Wright also testifies to paying \$3 a sack for flour in January and February in Oshkosh, and that they asked \$22 for pork. *These figures would give Bonesteel a profit of \$650 on the purchase, (p. 103.)*

Powell testifies to paying Cavert about the prices he asked for pork and flour, and says Nabor's pork was very poor and lean.

It will be noticed, from the testimony, that Gauthier and the Indians returned from Washington on the 8th of March, 1859, and all these provisions were distributed before that time. Powell says (p. 92) that the receipt for the provisions was signed by the Indians *before* they were divided, and *he* puts the time of the division in March, and thinks it was before the Indians returned from Washington.

The testimony also shows that there was a rise in flour after March 1. Why, then, was a *receipt*, which was actually signed the first week in March, dated the *21st day of April*, unless it was to claim the rise in the commodity between those dates.

It is true we did not show the price Bonesteel actually paid for this flour and this pork, because we did not know of whom he purchased. *He* knew it, and could have established *at once* the fairness of the transaction by showing a public letting of a contract at which all the dealers in a rich agricultural country had an opportunity to bid. Does any man believe that if such a letting was had, Bonesteel would not have shown it? Or, if it was had, that not one of the grain-dealers who were examined would have furnished these articles at a cheaper rate, and so more of them?

It is of no consequence whether Bonesteel put this money into his own pocket or into a friend's. The wrong to the Indians is the same, and the dreadful responsibility for the starvation of this people, testified to by so many of the Indians, rests the same upon his guilty head.

The chief Corrow, (p. 40,) a Christian Indian, says, "that his own little children had nothing to eat but sugar; that if it was not for that gift of the Almighty they would starve."

A-quo-no-ma and Keshena both testify to this suffering among them. All this transpires while their agent, intrusted with a sacred fund, embezzles their very food, and an American government declares him "entirely exonerated."

It is not necessary to occupy your time with a statement of the other smaller charges proved against him. He kept his horse upon the hay and grain of the Menomonees one winter, and two colts another winter.—(*Testimony, pp. 6, 10-13.*)

He retains Haas as farmer, though he knew that Haas was trading with the Indians in open violation of law, and, though the proof does not show it positively, yet there can be little doubt, with full knowledge of Haas's constant system of petty larcenies described by the witnesses. The utter want of confidence in him, shown by all the Indians who testified, could not exist without some reason for it.

With regard to charges against William Powell, the interpreter, the course which the special agent pursued prevented all adequate examination of them. One of the charges was, that Powell had for many years lived with a Menomonee woman as his wife, and that she had borne him children; that he had deserted her, and thrown them upon the tribe for support. Although the woman was present to tell

her story, the special agent decided that it did not come within the scope of his instructions, and refused to hear her.

Another charge was, that Powell had told the Indians, for the purpose of defrauding the government, that when making an application for a land warrant, under the act of 1855, they must say that "Pe-po-ne-na" was a *child* of a deceased warrior, when, in fact, she was a grandchild, and so not entitled to a warrant; and that he *interpreted to Bonesteel* the statement that Pe-po-ne-na was a *child*, knowing it to be false of his own knowledge; being thus guilty of subornation of perjury.

After examining one witness, (p. 51,) who sustained the charge in every particular, he refused to permit me to examine other Indians who had heard Powell's statement; compelling me to put upon the stand *only* the very Indian witnesses who had committed perjury in obtaining the warrant. He afterwards wrote down Powell's statement concerning the same matter with great fullness. He decided that the testimony of those Indians who *heard* Powell give the direction to commit this crime was only *secondary* evidence, and inadmissible.

The explanation which Powell gives of the hay and oats he took for his cows and horse is substantiated by Haas, and is, briefly, that they borrowed of and lent to each other the property of the Indians, without measuring or weighing, each reposing a sublime confidence in the honesty of the other when dealing with that class of property. The proof is pretty plain that they both dealt in blank vouchers, though we were unable to show to what extent.

Powell admits that he refused to interpret to Bonesteel the Indians' complaint about the schoolmaster, Andrews, because "he knew himself it was not true," (p. 97.)

Six of the leading chiefs of the nation testify (pp. 17, 24, 38, 39, 42, 46) that the Indians resolved to send for but \$3,000 to buy provisions, and yet Bonesteel sent for \$5,000. Powell says (p. 88) that they sent for \$5,000 because the Indians wanted that amount. It is a question of veracity between these chiefs and the interpreter, William Powell.

I am willing to trust the decision of this question to anybody but Special Agent Pritchette.

The fact that Powell is one of the persons interested in the claims which are now being prosecuted against this tribe of Indians ought to exclude him from any official connexion with them.

Keshena testified that Powell, at Fond du Lac, urged upon him to allow these claims in an indirect way, (p. 27,) but Pritchette ruled it out as not testimony, and refused to write it down.

I have just learned, though I cannot vouch for its correctness, that this same interpreter is now engaged in concerting plans to enforce the payment of these claims, and is about to proceed to Fort Wayne and Washington with that view.

I do not deem it necessary to occupy your time with a consideration of the charges against Haas, the farmer. In his own testimony he confesses to having traded with the Indians habitually, to having fed his own and strangers' horses from the hay and grain of the Indians, and is silent upon the direct charge of Tiko (pp. 2 and 3) that he

used the flour and pork raised with the labor and the money of the Indians. He says, indeed, that he bought as much hay and oats as he used; but he kept it as common stock, mixing his own property with theirs, in a manner rendering it utterly impossible for him to determine whether he was using their property or not.

Any person can judge whether or not the property of the Indians would suffer from such management.

There must be something radically wrong, either in the system or in its application, which subjects the Indians to the expense of a "farmer," at a large salary, with constantly occurring "disbursements" for a series of years, with no other return than that described by their witnesses.

This expense has so far divided about one hundred bushels of rye and nearly as many potatoes.

Mr. Haas has been the farmer *four* years.

The special agent refused to permit me to examine any of Mr. Bonesteel's vouchers, though they had been given to him for *some* purpose by the Commissioner of Indian Affairs. He exhibited them upon his table the first day, apparently in the "original package," and that is all I saw of them.

Accordingly, I do not know whether Mr. Leach, the miller, was paid for the whole year of 1858 or not. The proof shows (pp. 56 and 64) that Leach left the reservation in November, 1858, declaring that he had "resigned," and was absent about five months. Upon his return he declared that he had been paid for all the time he was absent. Mr. Wetzel, the blacksmith, testifies (p. 57) that the "pond" was open for six weeks after Leach left, and that the mill was run by another man.

One of the charges against both Bonesteel and Powell was, that they defrauded the government by knowingly permitting men of mature age to apply for and obtain land warrants as *minors*.

I put upon the stand Mah-no-me-tah, an Indian to whom a land warrant had been issued as the *minor son* of Wa-pa-non, a Menomonee warrior. He was manifestly a man nearly forty years of age; yet because he did not disclose a knowledge of the nature of an oath to the satisfaction of Mr. Pritchette, he was summarily dismissed, his testimony not taken, and the evidence furnished by his personal appearance *lost*.

In considering this, you must bear in mind that Bonesteel was *present* when this man made his application, took his affidavit, and *saw* him.

I am aware that this investigation failed to accomplish all that was expected of it.

We labored under many difficulties.

We could not compel the attendance of witnesses; in two cases white men, whose knowledge was important to us, refused to attend at all.

The Indians had no money to defray any expenses, and Mr. Kershaw and myself were obliged to advance to them.

But the great obstacle was the gross partiality and unfairness of special agent. I have given specimens of his rulings upon testi-



testimony, which will indicate to you his habitual course. His violence of temper was extreme, and the whole was aggravated by the fact that during the last days of the examination at Fond du Lac he was constantly so intoxicated as to render the transaction of business difficult and exceedingly unpleasant.

Fairness and justice were not to be expected from a mind so clouded by prejudice, passion, and drunkenness.

I shall not dwell upon this subject. I have discharged the duty assigned to me to the best of my ability—I regret with so little benefit to this suffering tribe of Indians.

I am, gentlemen, very truly yours,

JAMES H. HOWE.

Hons. CHARLES DURKEE, J. R. DOOLITTLE, C. C. WASHBURN, and  
JOHN F. POTTER, *Washington*.

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WASHINGTON, *June 8, 1860.*

SIR: In conformity with your letter of appointment as "special agent for the investigation of certain charges against the official conduct of A. D. Bonesteel, United States Indian agent at Fond du Lac," Wisconsin, and in obedience to your instructions of the 13th of March last for the discharge of my duty in the premises, I have the honor to report:

That on the 15th of March last, having received from the department the papers necessary for the prosecution of the investigation intrusted to me, I on that day left the city of Washington for Fond du Lac, by the way of Chicago at which place your instructions directed me to inquire whether the physical condition of Mr. Bonesteel would justify the immediate proceeding with the investigation.

On my arrival at Chicago, I repaired at once to the office of Dr. Brainard, the surgeon of Mr. Bonesteel, and ascertained he was in Fond du Lac. I consequently immediately proceeded thither, and waited upon him at his residence. I found that, although partially recovered from the dislocation of the hip joint, the result of a railroad accident, which had not been reduced until six weeks after its occurrence, he was still suffering from a paralysis of the right leg, and consequently, in my judgment, utterly unfit to undertake a land travel of upwards of one hundred miles over the worst possible roads, as I was then informed, and afterwards ascertained, for a great portion of the distance. Upon consultation with his physician, he favored my view of the case; but upon the earnest representations of Mr. Bonesteel, that his anxiety to meet the charges against him, in person, would, upon being debarred therefrom, be more detrimental to his health than the journey, he gave a reluctant consent to his wishes.

Having, on the authority of Dr. John Wiley, a member of the legislature of Wisconsin, corroborated by Mr. Bonesteel, telegraphed to



you on the 22d of March that the Indians were suffering for want of provisions, and having received your despatch in reply on the next day, authorizing the purchase of fifty barrels of pork and two hundred sacks of flour for their relief, I on that day purchased forty-eight barrels of pork and two hundred sacks of flour, contracted for its transportation to the Menomonee reservation, and on the same day, the 23d of March last, proceeded, in company with Agent Bonesteel and his attorney, Isaac S. Tallmadge, esq., twenty miles by railroad to Oshkosh, and thence, there being no public conveyance, by private conveyance to Keshena, the Indian village on the reservation, which was reached on the evening of the 26th of the same month.

On the next day I held a council with the chiefs and headmen of the Menomonees, a memorandum of which is herewith presented, marked (A,) from which it will appear that they desired to postpone the investigation until the arrival of the provisions which they alleged had been promised their delegation at Washington, and until the arrival of W. J. Kershaw, who had accompanied it thither as their attorney, should be present.

For obvious reasons their request for a postponement until the arrival of the provisions was peremptorily refused, and the inquiry made of them how long a postponement would be necessary to insure the presence of Mr. Kershaw. They asked one day to determine, which was granted, and on the succeeding day convened in council and informed me that a delay of five days would be ample, which was accorded to them, and the investigation was postponed accordingly until Thursday, the 3d of April last. A memorandum of this council is herewith presented, marked (B.) In conformity with this arrangement, notices were posted at four different places in Keshena, also at the trading post of George Cown, four miles distant, and at Shawano, the county seat, distant eight miles from the reservation. A copy of this notice is herewith presented, marked (C.)

On the 2d of April James H. Howe, attorney general of the State of Wisconsin, presented himself in the stead of Mr. Kershaw, as the attorney of the Indians, to whom my instructions were exhibited, and at his request a copy of the letter of the honorable the senators and members of Congress from Wisconsin, setting forth the charges against Mr. Bonesteel, was furnished to him.

No person "residing in the vicinity of the Indians" presented himself with the authority of those gentlemen, as contemplated in your instructions, "to afford me all the facilities in his power, and to be present and cross-examine the witnesses," I determined to proceed without such aid on the day fixed in the public notice.

As preliminary thereto, Mr. Howe requested in writing a scrutiny of all the vouchers during the official term of Mr. Bonesteel. His letter, marked (D,) together with a copy of my reply, marked (E,) are herewith presented, as also a second letter from him, asking copies of the vouchers relating to the "Central Farm," herewith presented marked (F,) together with my reply thereto, marked (G.)

The general ground of my refusal to allow this scrutiny, as stated in my answer to his request, was, that the vouchers were intrusted to me to test their accuracy, where the evidence adduced called them in

question, in which case they were declared accessible to him, but not to enable the complainants or their attorney to fashion new charges of which the accused had no notice, and consequently no preparation to meet. At the same time he was informed that he was at liberty to introduce any charges whatever which he had testimony to support, without being confined to those set forth in the letter of the honorable the senators and representatives in Congress, accompanying my instructions.

On the 3d of April, agreeable to the public notice, the Indians with their council assembled at the school-house in Keshena; but by reason of the necessary absence at an election then holding in Shawano of Mr. Talbott Prickett, who had been appointed interpreter for the occasion, at the request of the Indians the investigation was adjourned until the next day.

On the 4th of April the investigation was commenced and conducted in the following manner: Mr. Howe, as the attorney for the Indians, produced their witnesses in support of their charges against Agent Bonesteel and the employés on the reservation, in the examination of whom he was guided by the affidavits accompanying the memorial of the legislature of the State of Wisconsin to Congress, the printed copies of which were before him. From these he questioned each witness upon the facts therein set forth, in order to reproduce them for the purposes of the investigation. The fullest license was allowed to him in interrogating them, without the unnecessary application of technical rules in the admission of their testimony, the special agent interposing throughout such questions to the testifying witness as seemed to him calculated to elicit the truth. The attorney of Mr. Bonesteel, Isaac S. Tallmadge, esq., was then allowed to cross-examine, the special agent pursuing the same course as on the examination in chief in eliciting the truth. The same system was pursued upon the introduction of the rebutting testimony by the attorney of Mr. Bonesteel, Mr. Howe, the attorney for the Indians, being allowed to cross-examine. Each deposition, when completed, was distinctly read and interpreted, sentence by sentence, to the Indian witness, and his assent had to its accuracy, and such alterations and additions made thereto as required before affixing his mark or signature. It was then witnessed by Talbott Prickett, the interpreter appointed at the request of the Indians, as before stated, and also by William Powell, the United States interpreter, and Joseph Gauthier, the interpreter who accompanied the late delegation to Washington, and who had been the interpreter between Mr. Kershaw and the Indians in the preparation of the affidavits accompanying the memorial to Congress, the two latter, during the delivery of the testimony, being charged with the correction of the interpretation of the principal interpreter when any question arose as to his accuracy. The deposition was then authenticated by George B. Edmonds, esq., notary public for the county of Shawano, who was employed by the special agent for this purpose.

The investigation, at the special request of the Indians, with the ready consent of Mr. Bonesteel, was entered upon in open council.

The witnesses, however, were frequently interrupted and prompted by individuals from the body of the council, though in every instance checked by the special agent, and warned of its impropriety. In one case, the witness, Shononee, after his deposition had been perfected and he had taken his seat, returned and requested that his evidence should be so changed as to contradict a material fact to which he had sworn, which was accordingly done. This contradiction was made by him, according to his own confession, as appears from the testimony of William Powell, the United States interpreter, because he was afraid of his people, who had scolded him for telling the truth.

The practice of interrupting and dictating to the witnesses under examination still continuing, the special agent distinctly announced to the council that on a single recurrence of this conduct he would examine each witness separate and apart. At the opening of the council the next day the warning and expressed determination of the special agent on this subject was repeated to the council. Nevertheless, during the afternoon, while one of the chiefs was under examination, he was loudly interrupted and prompted; whereupon the investigation was at once adjourned to the next day, and the Indians informed that thenceforth the examination of the witnesses would be made separate and apart; and this course was pursued to the close of the investigation.

From the license given to the complainants in the production and examination of witnesses the testimony is necessarily voluminous. It is therefore proposed in this report to present the testimony upon each charge it is intended to support in the language in which it is given, in connexion with the rebutting testimony relating thereto, with reference to the number of each deposition quoted, in order that the accuracy of the extracts therefrom may be readily tested.

Before proceeding with this branch of the subject, it is proper to state that, at the close of the examination of the witnesses at Keshena, on the Menomonee reservation, a request was made by Mr. Howe, the attorney for the complainants, that an adjournment should be made, to a given day, to Fond du Lac, to enable him to produce testimony at that point to show the market price of flour and pork there at the time of its purchase by Agent Bonesteel, and also the current price of land warrants disposed of by him on behalf of the Indians. This, with the ready consent of Mr. Bonesteel, was accorded, and the investigation adjourned, to be reopened at that place, for the purposes named, on the 20th of April, when it was again entered upon, and closed on the following day, with the exception of the deposition of Isaac S. Tallmadge, esq., who had aided the agent in framing the application for land warrants for the services of the Menomonees in the Black Hawk war, which, with the consent of Mr. Howe, was allowed to be taken *ex parte* at a more convenient season.

The charges against Agent Bonesteel, as exhibited by the testimony intended to support them, will be properly first presented for examination.

These appear to be as follows:

*Charge 1.* That he allowed the money of the Indians to be taken

from them by force during the payment of their annuities on the Menomonee reservation.

*Charge 2.* That he neglected to inform the Indians, on the receipt of their annuities, the gross amount thereof, and the amount *per capita* payable to them.

*Charge 3.* That he kept a horse and two colts in the Menomonee barn on hay and grain belonging to the Indians.

*Charge 4.* That he allowed one of the employés, Frederick Haas, to trade with the Indians.

*Charge 5.* That he bought provisions for the Indians at private sale at greater rates than the market prices.

*Charge 6.* That his neglect to retain a portion of the provisions furnished them, for subsequent distribution during the winter season, was the cause of great suffering to the Indians.

*Charge 7.* That he obtained from the Indian department five thousand dollars for the purchase of provisions, instead of three thousand dollars, as requested by their chiefs; and that the supply was inadequate to the expenditure.

*Charge 8.* That he allowed Samuel T. Leach, the miller, to be absent from his duties, and paid him for the period of such absence.

*Charge 9.* That he appointed William Powell United States Indian interpreter against the remonstrances of the Indians in council.

*Charge 10.* That he refused to permit a delegation from the tribe to visit Washington, and deceived them with promises in the premises.

*Charge 11.* That he allowed George Cown and Talbott Prickett, Indian traders, to have lumber from the Menomonee mill, leaving eight Indian houses unfinished for want thereof.

*Charge 12.* That he countenanced the immorality of one of the employés in cohabiting with a Menomonee woman.

*Charge 13.* That he did not return to the Indians the market value of their bounty land warrants which he sold for them.

*Charge 14.* That he paid their money to their traders without their consent.

*Charge 15.* That he refused to hear their complaints against the employés on the reservation.

In support of the first charge, to wit: That Augustus D. Bonesteel, United States Indian agent for the Menomonees, had allowed their money to be taken from them by force during the payment of their annuities—

Shononee, a head chief, testifies, (deposition No. 1:) "That he had attended three annuity payments made by A. D. Bonesteel, United States agent, in person. That he knows of no instance of himself, during these payments, in which money had been taken from the Indians by force. That he cannot recollect that any Indian had told him that he had his money taken away by force." "That he is the same person who made an affidavit last winter in regard to William Powell and the destitution of his people, and also respecting the conduct of the traders in taking money from them. That the affidavit he speaks of was that signed by him jointly with Shonion."

(This affidavit mentioned by Shononee is marked No. 23 in the "memorial of the legislature of the State of Wisconsin" to Congress.)

Shonion, a second chief, testifies, (deposition No. 2:) "That a year ago last fall Ka-ka-tuck received his money; he saw him go out into the street to the store of Cown, an Indian trader, where he saw George Cown and his wife grab Ka-ka-tuck and take his money from him, and that Cown put the money in his pocket." "Mr. Bonesteel was not present at this transaction—he had gone home to his office. This is the only time he saw anything of the kind. That he and others complained to Mr. Bonesteel that their money was taken away by force by the traders. Keshena was one of those who told Mr. Bonesteel in his office. The interpreter of what they told him was William Powell, the United States interpreter. The only person complained of by him and others to Mr. Bonesteel was Mr. Cown." "That he has never heard Mr. Bonesteel, previous to the payments, tell the Indians that if the traders molested them regarding their money he would attend to the matter."

O-ka-ma-sha testifies (deposition No. 3:) "That he does not know of any difficulty the Indians have had with the traders about money; that he has heard of one with Tah-wan-sa-bone, and no one else."

Talbott Prickett, an Indian trader, (deposition No. 25,) also produced on the part of the complainants, testifies: "That he was formerly a resident trader on the Menomonee reservation." "That the deponent knows of no instance where the money of an Indian has been taken away by force at the annuity payments." "That at the Indian councils, previous to the payment of their annuities, he has heard Mr. Bonesteel tell the council that if any of the traders took money away from them, or any other persons did so, they should come and tell him; that he had no favors to ask of the traders, and none to grant them."

In answer to this charge, the following rebutting testimony was produced on the part of Agent Bonesteel:

William Powell, United States interpreter, (deposition No. 36,) testifies: "That no complaint has ever been made to deponent by Shonion and Keshena that the money of any Indian had been taken away by force, nor to the agent through him, the deponent; and that the agent, before commencing their annuity payments, would tell the chiefs that they should advise their young men to be honest and pay their just debts to the traders on the ground living amongst them; and that if any of the traders, or any others of the whites, should take any of their money by force, they should come and report to him, and that they should be attended to; that he, the agent, had no favors to ask of the traders, and none to grant."

George Cown, the person charged with having taken the money of the Indian, Kah-koutch, swears, (deposition No. 37:) "That he knew Ka-koutch, a Menomonee Indian, (now deceased;) that deponent was at the annuity payment a year ago last fall; that he saw Ka-koutch at that payment; that he did not take any money away from him at that time; that he has never, at any time, at any annuity payment made by Agent Bonesteel, taken money from any Indian by force. That at the payment of the two first annuities by Agent Bonesteel to the Menomonees, he, deponent, heard said agent say to



the Indians, that they should not let the traders take their money from them; and if they did so, to tell him."

George F. Wright, of Oskosh, (deposition No. 38,) testifies: "That he, deponent, has been frequently on the Menomonee reservation, and has attended all the annuity payments since A. D. Bonesteel has been the agent of the Menomonees; that he has never known of any instance at those payments in which the traders have taken money from the Indians by force."

Joseph S. Cavert, Indian trader on the reservation, (deposition No. 39,) testifies: "That deponent has been present at the three annuity payments to the Menomonees made by Agent Bonesteel—all that have been made by him during his term of office; that the said agent has always told the Indians that if any undue measures were taken by the traders at these payments to get their money away from them to report to him."

Charles D. Ambrose, clerk to Joseph S. Cavert, (deposition No. 41,) testifies: "That he, deponent, has been present at the three annuity payments made by the Indian agent, A. D. Bonesteel, to the Menomonee Indians, being all of the payments made by him since he took charge of the agency; that he has heard Mr. Bonesteel, in the council house, tell the Indians that if any of the traders took their money from them by force to let him know, and that he would attend to them; that the Indians have also said in the hearing of deponent that Mr. Bonesteel had so told them; that deponent has some knowledge of the language of the Menomonees; and that the deponent has heard the United States interpreter, William Powell, interpret to the Indians what Mr. Bonesteel told them with respect to the traders aforesaid."

In support of the 2d charge, to wit: That he neglected to inform the Indians, on the receipt of their annuities, of the gross amount thereof, and the amount per capita, payable to them—

Ke-she-na, the second chief, (deposition No. 10,) produced in support of this charge, testifies: "That Mr. Bonesteel never tells them, when he comes to make payment of their moneys, what the amount is which is to be paid to them, as was the custom with the former agents."

In answer to this charge, the following rebutting testimony was produced on the part of Agent Bonesteel:

William Powell, United States interpreter, (deposition No. 36,) testifies: "That the said agent would state the amount of money which he said the Commissioner had sent to pay them; that most generally the Indians would be the first to ask how much they were to receive per capita; that the agent would tell them how much it was per capita."

George Cown (deposition No. 37) testifies: "That he has attended all the annuity payments made by Agent Bonesteel, except on the first day of the payment last fall; that except on that occasion, at which he was not present the first day, he always heard Agent Bonesteel, before he commenced paying the annuity, state to the Indians the amount of the annuity which was to be paid to them, and also how much each of them were to receive."



Joseph S. Cavert (deposition No. 39) testifies: "That he has been present at all the annuity payments made by Mr. Bonesteel, and that the said agent has always told them the amount of money he had brought to pay them, and likewise how much they were to receive per capita."

Charles D. Ambrose (deposition No. 41) testifies: "That he does not remember whether he was in the council house at the commencement of the first annuity payment by Mr. Bonesteel, but at the last two payments he remembers distinctly having heard the agent, Mr. Bonesteel, tell the Indians the whole amount of the annuity they were to receive; that he does not remember to have heard him tell the Indians how much they were to receive per capita; that he, deponent, has no recollection on that point, whether the agent did or did not tell them how much they were to receive per capita."

In support of the 3d charge, to wit: That he kept a horse and two colts in the Menomonee barn, on the hay and grain belonging to the Indians—

Samuel Ti-ko, a Menomonee Indian, (deposition No. 4,) testifies: "That three colts and a horse were kept in the Indian barn during the winter of 1858-'59, the colts were two of them spring colts, and the other coming two years; that they were fed on the Menomonee hay and oats that was in the barn; that two of the spring colts belonged to Mr. Bonesteel, and were kept all winter."

Joseph Pe-na-sha, a Menomonee Indian, (deposition No. 13,) testifies: "That Mr. Bonesteel had a mare in the barn the first winter he worked for Mr. Haas; that it was fed on hay and oats."

In answer to this charge, the following testimony was produced on the part of Agent Bonesteel:

Frederick Haas, farmer to the agency, (deposition No. 43,) testifies: "That there was also kept in the said barn a mare, the property of Mr. Bonesteel, then residing on the reserve, from the month of November until the month of March in the said year, (1857-'58,) and a colt, the property of deponent, kept therein during the said winter; that for the feed of the said mare Mr. Bonesteel sent from Fond du Lac to the agency from twenty-five to thirty bushels of oats; that the said mare was fed from the common stock of Menomonee hay, and that for the feed of his colt deponent purchased hay and oats; that there was also another colt purchased by Mr. Bonesteel, which was kept in the said barn for two or three weeks during said winter; that the oats sent up by Mr. Bonesteel were not kept separate, and that the oats purchased as aforesaid by deponent were not kept separate from the common Menomonee stock of oats; that the hay was also kept in the same manner; that he, deponent, kept no separate account of the hay and oats used as aforesaid, but that he, deponent, always bought enough to supply any deficiency created by the use of the hay and oats, the property of the Indians; that the oats sent up by Mr. Bonesteel, for the use of his mare and colt, were sent up some time after they were in said barn. The deponent estimates the amount fed to them previous to the arrival of the oats by the daily quantity which he gave them."

In support of the 4th charge, to wit: That he allowed one of the employes, Frederick Haas, to trade with the Indians—

Samuel Tiko, (deposition No. 4,) testifies: "That Haas told him, deponent, that Prickett and Mr. Cavert, Indian traders, had complained of his selling to the Indians."

Talbott Prickett (deposition No. 25) testifies: "That he thinks that a year ago last summer he had a conversation with the United States Indian agent, Mr. Bonesteel, about Mr. Haas, the farmer, trading with the Indians; deponent and Mr. Cavert, also an Indian trader residing on the reservation, complained to him that Haas was trading with the Indians; that Mr. Bonesteel assured them, in reply, that he would see Mr. Haas did not do so any more; and that subsequently, he thinks it was going down the river, Mr. Bonesteel told deponent that he had spoken to Mr. Haas, and told him that if he did not discontinue trading with the Indians he would immediately discharge him; to the knowledge of deponent Haas purchased furs of the Indians with money; this was after deponent had spoken to Mr. Bonesteel; the deponent thinks the purchase was made by Haas with money left with him by Strauss, a fur dealer, then of Milwaukee, now of Menomonee; that he, the deponent, told Mr. Bonesteel that he, Haas, bought furs; that he had but one conversation with Mr. Bonesteel about Haas trading with the Indians, and that he does not know that Mr. Bonesteel had any knowledge of Haas trading with the Indians."

Joseph M. Ostroph (deposition No. 26) testifies: "That he, deponent, complained to Mr. Bonesteel, at Fond du Lac, that Haas was trading with the Indians; that Mr. Bonesteel told him, deponent, at Fond du Lac, when he complained of Haas's trading, that he was jealous of him because he was making a little money."

In answer to this charge, William Powell, United States interpreter, produced on the part of Agent Bonesteel, (deposition No. 36,) testifies: "That the general reputation of Joseph M. Ostroph for truth and honesty is very bad amongst the Indians and whites residing on the reservation."

George Cown (deposition No. 37) testifies: "That he knows Joseph M. Ostroph, and that all say his character for truth and honesty is bad; that he, deponent, would not believe him under oath; that deponent says so from his own knowledge of Ostroph, and from what the people say of him."

Joseph S. Cavert (deposition No. 39) testifies: "That he, deponent, has lived on the reservation about a year and a half, and frequently back and forward; that he knows Joseph M. Ostroph, and that his general reputation for truth is bad, and that from his general reputation he, deponent, would not believe him under oath."

Louis Goldstucker, schoolmaster for the Menomonee school, (deposition No. 40,) testifies: "That deponent knows Joseph M. Ostroph; has known him these three months; that his reputation, so far as deponent can hear amongst the people here, is bad; from what deponent has heard of him he would not believe him under oath."

Charles D. Ambrose (deposition No. 41) testifies: "That he, deponent, is acquainted with Joseph M. Ostroph, and that his general

reputation for truth is bad ; that from his general reputation he must say that he would not believe him under oath."

Frederick Haas (deposition No. 43) testifies: "That deponent supplied the hands employed on the farm with provisions, for which he received payment, and that this was done at the solicitation of the farm hands; that deponent exchanged potatoes (which he had purchased) with the Indians for sugar for his own use; that S. Strauss left three hundred dollars with deponent one year ago last winter, for the purchase of furs from the *traders*; that he, said deponent, gave the money to Joseph Gauthier, who purchased for deponent furs to the value of seventy dollars, and returned the balance to deponent, which he, deponent, returned to Mr. Strauss."

In support of the 5th charge, to wit: That he bought provisions for the Indians at private sale at greater rates than the market prices, the testimony is confined to the maintenance of the second branch of the charge; none whatever was produced to prove that the provisions were purchased "at private sale."

Herman Nabor (deposition No. 6) testifies: "That deponent sold flour in the month of January in that year, (1859,) at the village of Shawano, at six and a half to seven dollars a barrel; small lots at retail might have reached, for the best quality, seven dollars and a quarter a barrel. That the flour sold by deponent in January, 1859, was brought to him from Mayville, Dodge county, Wisconsin; the flour was manufactured for deponent out of grain purchased by himself and partner; that the name of the firm is Nabor & Ruedebusch; that the price of flour frequently fluctuated; the price of flour fluctuated remarkably during that year, which he attributes to the existence of the European war; the price of flour might have fluctuated in Fond du Lac during the month of January, 1859, without the deponent knowing anything about it; that the firm of which deponent is a member sold pork at Shawano during the winter of 1859, at twenty dollars per barrel; that the pork so sold was also brought from Mayville; that he, the deponent's partner, purchased the pork and flour so sold; that the firm has a store there and a store in Shawano; that the firm pack their pork for sale, and buy only when short; that it is the course of the business of the said firm to take advantage of the market as to prices paid."

Wau-pe-nash-cum (deposition No. 15) testifies: "That he bought some flour at Keshena a week before the provisions were distributed, for which he paid three dollars per sack, from a man who had it in a sled in the street; that he paid the money for the flour."

William C. Frederick (deposition No. 29) testifies: "That he resides in Oshkosh, and has been a resident therein for the last three years; that his business for that time has been flouring—that is, making flour and merchandising; that on the first day of February, 1859, the selling price, at wholesale, was \$2 62½ per sack; that on the 4th day of the same month the deponent sold thirty-two sacks of superfine spring wheat flour at \$2 25 per sack; that on the 16th day of February, in the same year, he sold six sacks at \$2 62 per sack; that on the 24th day of February the firm of which deponent is a partner sold to him, deponent, one hundred sacks of flour, at \$2 62 per sack; that deponent

purchased twenty-four sacks from other parties, at the same date, at the same price."

E. R. Ferris (deposition No. 30) testifies: "That he has resided in Fond du Lac for twelve years; that he has been engaged in the grain and flour business during the year 1859; that about the first day of March, in said year, he sold flour at \$3 25 per sack, wholesale and retail; that he, deponent, could not buy at that price; that the price of flour rapidly advanced after the date aforesaid to the price of \$4 per sack."

J. A. Paige (deposition No. 31) testifies: "That he has resided in Oshkosh for four years from the first day of May next; that he has been engaged in general business, that of dry goods and provisions; the cost to deponent on the 18th day of January, 1859, of heavy mess pork, delivered at Oshkosh, was \$16 66; that on the 30th of March, in the same year, the cost price, delivered at Oshkosh, was \$18 16; that he, the deponent, estimated the profit at about one dollar per barrel for pork during the periods above mentioned; that he, the deponent, does not know the price he asked for pork during the period aforesaid; that on the 19th of January, in the same year, deponent paid for flour, delivered in his store in Oshkosh, \$2 12½; that the price at which deponent sold flour, at the dates above mentioned, was about one shilling in advance on the said price; that on the 11th and 14th of the month of February, in the same year, the price paid by deponent for flour, delivered in deponent's store at Oshkosh, was \$2 62½ per sack; that on the 28th day of February, in the same year, deponent paid for flour \$2 75 per sack; that on the 2d day of March, in the same year, the same price was paid for flour by deponent; that on the 28th of the same month and year deponent paid for flour \$2 87 per sack; that the quality of the flour respecting which he testifies was extra superfine flour, made from spring wheat."

John Marshall (deposition No. 32) testifies: "That he is in the grain and provision business. On the 18th of January, 1859, the price of superfine flour, generally called 'poor-house flour,' at which deponent sold, was \$2 13 per sack; at that time the best winter wheat flour was selling at \$2 75 per sack; that the best spring wheat flour was selling at Fond du Lac at \$2 25 per sack; that on the 17th day of February the price was, for the best spring wheat flour, \$2 62½ per sack; the price on the 21st was three dollars and one shilling; that until the 1st day of March flour rose about one shilling higher; that the price of flour did not fluctuate beyond that price during the month of March materially."

D. W. Smith (deposition No. 33) testifies: "That he resides in Fond du Lac, Wisconsin; has resided therein since the fall of 1852; has been engaged in the grocery and provision business and staple dry goods business; that from the last of February until the 1st of March the market price of flour in the street was from \$3 to \$3 25 per sack; the price of flour fluctuated during that period; that on the 8th day of February the deponent purchased flour at \$2 75 per sack; that on the 15th of the same month he purchased flour at \$3 per sack, and on the 25th and 28th at \$3 25 per sack."

In answer to this charge, William Powell, produced on the part of

Agent Bonesteel, (deposition No. 36,) testifies: "That deponent knows Herman Nabor, of Shawano; that he is a grocery and provision dealer; that deponent went to Shawano, to the store of said Nabor, a year ago last March, with the intention of buying some pork; that deponent did not buy, because the pork offered to him was not, in his opinion, fit to eat; deponent examined seven barrels, and that the pork was very lean and poor, and not fit to fry with fresh provisions, for which he wanted it; that Mr. Nabor was in the store; that deponent inquired the price per pound, and was told that it was one shilling per pound; that deponent bought flour from Mr. Cavert in the latter part of the month of February, 1859, for which said Cavert charged deponent at least four dollars per hundred pounds; deponent bought one or two sacks of flour; that deponent bought pork of said Cavert in March, he thinks, of the same year, for which he was charged fifteen cents per pound, though Cavert told the deponent that his usual selling price was sixteen cents per pound; that towards the latter part of April, in the same year, he, deponent, paid said Cavert sixteen cents per pound for pork; that the pork which constituted a part of the provisions (distributed to the Indians) was of the very best quality; in some of the barrels the pork had no bones with it; it was mess pork of the best quality; that the Indians declared that it was the best lot of pork that they had received; that he cannot tell whether the flour was made from winter wheat, as he does not know how to distinguish it; that the price of transportation from Oshkosh to Shawano, on sleds in winter, is one dollar per hundred pounds, as deponent knows, having paid that price himself."

George Cown (deposition No. 37) testifies: "That he is a resident of the town of Richmond, Shawano county; that he is an Indian trader; that he deals in pork and flour; that he sold flour during the months of January and February, 1859, at five dollars per sack; that during the same time he sold some pork; that he sold it by the pound, at fifteen cents per pound; that he, deponent, has had goods brought up from Oshkosh to Richmond during the winter of 1859, for which he paid one dollar per hundred pounds for the transportation; that the distance from Oshkosh to deponent's trading post is four miles further than from Oshkosh to the village of Shawano. That he, deponent, bought flour in Oshkosh, in February, 1859, of Parker, Choat & Company; it was about the 8th day of February, for which he paid \$3 50 per sack; that it was spring wheat flour, marked 'super-fine;' that deponent, at the same time he bought the flour, he bought pork at Oshkosh, of Weed & Culver, for which he paid at the warehouse \$22 per barrel."

George F. Wright (deposition No. 38) testifies: "That he is a resident of Oshkosh, in the State of Wisconsin, and that his occupation is that of a farmer and dealer in furs; that he (deponent) bought flour at Oshkosh in the months of January and February and April of the year 1859; that he bought flour in January and February at the price of \$3 per sack, which was an inferior article, intended for the Chippewa trade; that in April he paid \$3 50 per sack for ordinary spring wheat flour, which he brought to Shawano and sold there at \$4 50 and \$5 per sack. That which he sold at \$4 50 he sold to



warehousemen to cover the cost and charges. That the prices of pork asked deponent at Oshkosh some time from the 9th to the 15th of the month of April, 1859, was \$22 per barrel; that he (deponent) did not buy because the prices were too high to make any profit upon it; that the difference in the travelled distance between Fond du Lac and Keshena and Oshkosh and Keshena is some eighteen miles; that the flour which deponent bought in January and February, 1859, he bought of Parker, Choat & Company; that which he bought in April of the same year he bought of Weed & Culver "

Joseph S. Cavert (deposition No. 39) testifies: "That he retailed pork at his said store (in Keshena) during the months of January and February, 1859, at sixteen cents per pound; that during the month of January, he thinks, he was selling flour at \$4 50 per sack; that he was selling in the month of February at \$5 per sack; that in the month of March, in the same year, he was selling flour at \$5 per sack, he thinks; that about the middle of January, in that year, he paid, he thinks, \$3 25 per sack; that it was fair spring wheat flour; that there is no inspector of flour at Omro, and, he thinks, none at Fond du Lac; that he buys upon his judgment, and not upon the marks on the flour; that he thinks the price of pork at Omro in February, about the middle of the month, was \$22 50 per barrel; that deponent pays for transportation from Omro to Keshena, during the winter, by land conveyance, one dollar per hundred pounds."

Charles D. Ambrose, the clerk of J. S. Cavert, in Keshena, (deposition No. 41) testifies: "That pork has been sold at the store of said Cavert during the months of January and February, 1859; that the price charged by said Cavert for pork during those months was at the rate of \$32 per barrel, or sixteen cents per pound; that no distinction was made in the price per pound or per barrel; that deponent sold none by the barrel during that time; that deponent sold flour about the first part of January at \$4 50 per sack; that about the last of February he sold what he had left in the store at \$5 per sack; that somewhere about the last of May, in the same year, deponent paid \$5 per sack on the bank of the river. This was the first flour which came up that season. That the price of transportation from Omro, which is ten miles nearer Keshena than Oshkosh, is one dollar per hundred pounds in the winter season. The freight during the summer is brought by water."

A. D. Bonesteel, United States Indian agent at Fond du Lac, states in a letter addressed to the special agent, (marked No. 45:): "I have been charged with making my purchases of supplies for the Menomonee Indians at private sale. No proof to sustain such a charge has been adduced, none has been offered, and none such, I may say, can be found. It may be proper for me to state, however, that all my purchases have been made by contract, of the letting of which due and public notice for proposals for said supplies have been given, and such contracts have always been let to the lowest and most responsible bidder."

In support of the sixth charge, to wit: That his neglect to retain a portion of the provisions furnished them, for subsequent distribution



during the winter season, was the cause of great suffering to the Indians—

Aqua-no-ma (deposition No. 9) testifies: "That before Mr. Bonesteel came, some of their provisions used to be kept back, and dealt out to them during the winter by their father and William Powell, the interpreter; that under Mr. Bonesteel the poor got less than under former agents; that a little had been given to the poor this winter; that sometimes their relations gave them something to eat; that his two stepmothers got some shorts twice during the winter; that one of them lived with him, and the other with her daughter; that he knows of poor in other bands; that it is always the case; that the condition of the poor has been worse than usual this winter; that nothing was raised last summer; that the frost cut off their crops; that another reason why their condition has been worse is, that part of their provisions were not kept back for distribution during the winter, as was formerly the custom; that he did not ask his father, the agent, or Mr. Powell, the interpreter, to keep or not to keep back a portion of the provisions for their use during the winter before last."

In answer to this charge, William Powell (deposition No. 36) testifies: "That before these provisions were distributed, he, the deponent, under instructions from Agent Bonesteel, inquired of the Indians whether a portion should be kept back for distribution during the spring, when they should come out of the Sugar bush, preparatory to planting; that he, deponent, called the chiefs together into the agency office, and took out the letter of instructions from Agent Bonesteel, and explained to them its contents; which were, that they should receive then fifty barrels of pork and two hundred sacks of flour, and that the remaining fifty barrels of pork and two hundred sacks of flour should be distributed when they came out of the Sugar bush, and that it further instructed him to urge them to consent to this; but that if they would not consent, that he, deponent, was instructed by said letter to give them the whole of the provisions, if they insisted upon it; and that it instructed him also to take a receipt from them for the provisions distributed to them. And deponent further saith that, in answer thereto, the chiefs so assembled as aforesaid replied that they were ready to give a receipt to him, said deponent, for all the provisions, including the corn already distributed, but they wanted the whole of them."

In support of the 7th charge, to wit: That he obtained from the Indian department five thousand dollars for the purchase of provisions, instead of three thousand dollars, as requested by their chiefs, and that the supply was inadequate to the expenditure—

Keshena, a second chief of the Menomonees, (deposition No. 10,) testifies: "That a year ago last winter all the chiefs assembled in the office of A. D. Bonesteel; that the chiefs consulted among themselves how much they should ask for; that they agreed to ask for provisions to the value of three thousand dollars, the usual amount they had asked, for since the agency of Mr. Bonesteel; that after they had agreed, Shononee said they should ask for five thousand dollars; that Shonion told them not to say that; that they asked Mr. Bonesteel, then present, for three thousand, and that Mr. Powell inter-

preted for them; that is all he knows about it; that they saw Mr. Bonesteel at Fond du Lac; A-qua-no-mee asked him (Mr. Bonesteel) if, of the five thousand dollars, he had laid out the whole of it, and that Mr. Bonesteel answered that he had not; that Mr. Gauthier was the interpreter."

Osh-ke-ne-na-nien (deposition No. 11) testifies: "That the council asked three thousand dollars' worth of provisions should be sent for."

Wau-pe-nash-cum (deposition No. 15) testifies: "That he was present at the council at which Mr. Bonesteel was told the amount of money which they wished expended in provisions; that the amount was \$3,000."

Joseph Gauthier (deposition No. 16) testifies: "That A-qua-noma asked Mr. Bonesteel if he had laid out all the money he had received to buy provisions; to which Mr. Bonesteel replied that he had not laid it all out, but still had some of it on hand; that the amount expended and retained by Mr. Bonesteel was not mentioned in the conversation; that deponent interpreted"

La Motte, a chief, (deposition No. 18,) testifies: "That a year ago last fall the chiefs had a council with Mr. Bonesteel at the agency office, and told him that they wanted three thousand dollars' worth of provisions; that when the provisions were about being taken from the warehouse to be distributed, he thought there was a great deal for three thousand dollars, and therefore told his young men to count it; that they counted seventy-five barrels of pork; that while his band were dividing their share of the provisions, that two came and said that they had heard it was five thousand dollars that had been expended for provisions, and that they thought the amount of provisions was very small for that cost, and that they were taking the count of all that had been distributed to each band; that they did not come back to tell him how much they had counted."

Carrow, a head chief, (deposition No. 19,) testifies: "That he was at a council a year ago last winter, at which they asked Agent Bonesteel to purchase provisions; that three thousand dollars was the amount they asked to be expended in provisions; that when the provisions came they found out that it was a great deal for three thousand dollars."

In answer to this charge, William Powell, (deposition No. 36,) (after stating in detail all of the circumstances connected with the request for the amount to be expended in provisions,) testifies: "That Mr. Bonesteel asked them (the chiefs) if they had agreed upon the amount they wanted expended in provisions; that Sho-no-nee was the first one that spoke, and said that they wanted 'five boxes of money worth of provisions, meaning five thousand dollars, and that they wanted some of that provisions to take to their sugar camps; that then Mr. Bonesteel asked them whether that was the amount they had agreed upon, and that Sho-no-nee answered that he was authorized to speak for the rest, and that was the amount they had agreed upon; that there was no one there who made any objection to it in his hearing; that deponent saw Mr. Bonesteel make a memorandum of this request, and asked them if that was all they had to

say; after which they left the office; that the first time deponent heard from any of the Indians that they had sent for three thousand dollars' worth of provisions, instead of five thousand, was just before the delegation went to Washington; that this was about a year after the provisions had been distributed; that the first lot of these provisions arrived at the agency about the middle of February, and that they did not all arrive until two or three weeks afterwards; that deponent thinks the corn, which constituted a part of these provisions, arrived among the first of them; that this corn overrun one hundred and fifty bushels by measurement made by deponent himself; that this corn was distributed before the rest of the provisions, just after it arrived; that the rest of the provisions were pork and flour—one hundred barrels of pork and four hundred sacks of flour."

In support of the eighth charge, to wit: That he allowed Leach, the miller, to be absent from his duties, and paid him for the period of such absences, the testimony produced is exhibited in depositions numbered, respectively, No. 10, No. 14, No. 20, and No. 26.

It is not deemed necessary to present this testimony in detail, for the reason that all the evidence produced declares that his absence, except in one instance, was entirely during the winter months, when the mill-stream is frozen, and that Agent Bonesteel admits in his letter to the special agent, bearing date the 14th of May, 1860, numbered with the deposition No. 45, the absences of Mr. Leach, and the payment of his salary during the periods, and presents his reasons therefor in the following words, to wit: "The other point to which I would call your attention is the payment of the miller, Leach, during the first winter of my term of office. The fact in reference to this is, that Mr. Leach obtained a leave of absence, for how long a time I do not now precisely recollect. He was unwell at the time, and this was the main reason for granting him the leave; he was quite ill for some months afterwards, and on recovering his health he resumed his work. I thought it no more than right, under the circumstances, that he should be paid his full salary, and accordingly did so, without making a deduction for his lost time. A portion of that time, you will bear in mind, was during the fall and winter, when nothing could be done in his capacity of miller, on account of the weather. His other absences have been on leave, and during the winter months, when his presence at the mill was not required, and during which it could not be run on account of the severity of the weather."

In support of the 9th charge, to wit: That he appointed William Powell, United States Indian interpreter against the remonstrances of the Indians in council, the testimony produced is exhibited in depositions numbered, respectively, No. 10 and No. 12.

The repetition of this testimony is not necessary, since Agent Bonesteel admits that he did appoint William Powell as his interpreter, in presence of Joseph Gauthier, recommended by the Indians. The deposition of William Powell, the interpreter, (deposition No. 36,) introduced on the part of the defence, also sustains this charge. He likewise testifies "that all the employés, whom the Indians expressed their desire should be retained, were reappointed by Agent Bonesteel, with the exception of interpreter."

In support of the 10th charge, to wit: That he refused to permit a delegation from the tribe to visit Washington, and deceived them with promises in the premises, the testimony will be found in the depositions numbered, respectively, No. 1, No. 9, No. 10, No. 19, and No. 26.

The repetition of this testimony is unnecessary, for the reason that Agent Bonesteel (as is well known to the department) acted under its express instructions, in denying the Indians permission to visit Washington without its previous authority.

The deposition of William Powell, the interpreter, (No. 36,) exhibits the conduct of Agent Bonesteel in this matter, and the insubordinate conduct of the chiefs in persisting to proceed in disregard of his advice, and in contravention of the direct instructions of the department repeatedly communicated to them by their agent.

In support of the 11th charge, to wit: That he allowed George Cown and Talbott Prickett, Indian traders, to have lumber from the Menomonee mills, leaving eight Indian houses unfinished for want thereof.

Joseph Carrow, (deposition No. 14,) testifies: "That Mr. George Cown got some lumber from the mill a year ago last summer; that he does not know the amount, but he should judge about eight hundred feet; that Mr. Prickett, the interpreter, also got lumber from the mill the same summer, he cannot tell how much; that the lumber was sometimes measured out by deponent and sometimes by Mr. Leach; that there are eight unfinished houses on the reserve; that the whole amount of lumber taken by Mr. Prickett during the summer was between twelve and twenty thousand feet."

Talbott Prickett, (deposition No. 25,) testifies: "That the chiefs requested Mr. Bonesteel to allow them to sell some of their lumber to enable them to finish their church; and further requested Mr. Bonesteel would find some person who would furnish, for lumber, supplies to enable them to finish their church; that Mr. Bonesteel asked deponent whether he wanted to purchase any lumber in that way; that deponent answered that he did, and that Mr. Bonesteel thereupon told him to make out his, deponent's, bill of lumber for the amount he wanted; that he, deponent, accordingly made out a bill of lumber to the amount, as he believes, of about twelve thousand feet, which deponent gave to Mr. Powell, who gave it to Mr. Leach, the miller, to saw out; that deponent furnished supplies to the Indians for completing their church, upon orders of Mr. Powell, from time to time, as they were wanted; that deponent has not settled this account, and does not know in whose favor the balance lies; this transaction took place a year ago last fall; that two years ago last winter Mr. Bonesteel let out contracts to different individuals of the Menomonee tribe to get out logs for the mill; that one of those contracts was so let to an Indian named 'Joe Tucker;' that Joe Tucker bought supplies of deponent to enable him to perform his contract, and in the spring of that year did not receive money enough to pay deponent for the supplies so furnished him; that Joe Tucker told deponent that he had got out more logs than he had contracted to do, and that Mr. Bonesteel told deponent that such was the fact, and that if any money came into his hands applicable to such purpose he would pay Tucker for what logs

he had got out over his contract. It run along until last fall, when Joe Tucker came to deponent and told him that he had no money to pay him; but that Mr. Bonesteel told him he might sell the lumber manufactured from the excess of logs in his contract, the mill retaining one half of it, to compensate for the sawing; deponent agreed to take the lumber; that 'Joe' went to the agency office, and that Mr. Powell came over with him to the store of the deponent; that Powell told deponent that Mr. Bonesteel had directed him to tell him that he could not have all the lumber at once, but might have a little from time to time, as it could be spared, and that after the Indians had got through in the fall using lumber deponent might have all that was left at the mill; that deponent agreed to this arrangement, and accordingly got a little from time to time as his necessities required, to the amount of some three or four thousand feet, and that in the fall there was no lumber left at the mill for him to receive; that Joe Tucker still owes deponent the difference in amount of lumber between what he received as above stated and eighteen thousand feet, the amount due him by Tucker; the orders given deponent were drawn by Powell in favor of Tucker; that deponent was to allow Tucker seven dollars per thousand to apply on his account; that there is still a running account between Tucker and deponent; that when deponent received the lumber last fall he had no settlement with Tucker; that there was a memorandum in the hands of deponent, given him by said Tucker, stating that there were eighteen thousand feet of lumber due said Tucker, which memorandum he, the deponent, returned to said Tucker at his request; this memorandum was exhibited to Mr. Powell whenever deponent wanted lumber due Tucker, and Mr. Powell gave him an order in favor of Tucker and indorsed the amount on the back of the memorandum; that he authorized the return of the memorandum to Tucker, because Tucker told him that he expected to be called to be a witness at the present investigation, and wanted to know how much lumber he had received."

In answer to this charge, George Cown (deposition 37) testifies: "That he, deponent, a year ago last summer, had lumber from the Menomonee mill; that the amount he received from the mill was about three thousand feet; that he asked the chiefs for the lumber; that they, the chiefs, told deponent that he could get as much as he wanted; that deponent came up to the agency office to see Captain Powell about it, and brought the chiefs there; that the captain (Powell) asked the chiefs if they would let him, Cown, have the lumber, to which the chiefs replied 'yes,' and that Captain Powell, the interpreter, gave deponent an order for it, and that the deponent got the lumber on presenting the order to Leach, the miller, for which he paid Captain Powell ten dollars per thousand, thirty dollars in gold, immediately after the annuity payment of that year."

William Powell (deposition No. 36) testifies: "That he, deponent, is acquainted with the circumstances under which George Cown, the Indian trader, received lumber from the Menomonee mill a year ago last summer; that at the request of the chiefs, during the building of their church, they wanted to sell Mr. Cown lumber, in order to buy materials, their money being expended; that Mr. Cown agreed to pay



them for it at the next annuity payment; that thereupon this deponent told the chiefs that he could buy the articles they wanted on his own credit at New London, if Mr. Cown would pay for the lumber at the time he had told them; that Mr. Cown told deponent that he would be punctual in the payment; that thereupon the deponent bought on his own credit at New London such materials as could not be obtained in the neighborhood, and of which they gave him a memorandum; that Mr. Cown received from the mill under this arrangement two or three thousand feet of lumber, for which Cown paid deponent punctually, as he had promised, at the rate of ten dollars per thousand feet; that the difference in the amount of the bill for the articles obtained for the church and the amount received for the lumber from Mr. Cown, deponent expended for the Indians in the purchase of provisions for the hands employed on the church, and paying their wages; that this was all the lumber Mr. Cown received belonging to the Indians from the Menomonee mill; that he, deponent, knows no general reason why the houses unfinished on the Menomonee reservation remain so; that he, deponent, is charged by the agent with the distribution of the lumber manufactured at the Menomonee mill, by orders on Mr. Leach; and that he, deponent, does not remember that at any time he refused lumber to the Indians when there was any at the mill; that in the judgment of deponent the amount of lumber at the mill, when it stopped last fall, was from eight to ten thousand feet; that at the visit of the deponent to the mill this spring there was, he thinks, about fifteen hundred feet of lumber at the mill."

In support of the 12th charge, to wit: That he countenanced the immorality of one of the employés in cohabiting with a Menomonee woman—

Joseph Cown (deposition No. 14) testifies: "That Leach lives in the same house with a Menomonee woman, and that he told deponent that he intended to leave her when he left the reservation; that deponent knows that they live together as man and wife."

There is nothing in this testimony which proves illicit connexion between the parties, or indicates that Agent Bonesteel was cognizant of any connexion, lawful or unlawful, between them.

In support of the 13th charge, to wit: That he did not return to the Indians the market value of their bounty land warrants which he sold for them.

This charge is only inferential from the request of their attorney, Mr. Howe, for an adjournment of the investigation to Fond du Lac, to enable him to produce testimony to show the market value of land warrants at the time they were sold by Agent Bonesteel.

Inasmuch as no testimony whatever was introduced by him to sustain it, the charge was considered as abandoned.

In support of the 14th charge, to wit: That he paid their money to their traders without their consent—

O-ka-ma-sha, (deposition No 3,) testifies: "That at the time of the payment, a year ago last fall, Mr. J. S. Cavert, an Indian trader, made out his account with him, amounting to forty-nine dollars; that he, the deponent, put his mark to said paper, stating his account to be that amount, and that said Cavert gave the said paper to Mr. Bonesteel, who paid the said Cavert the said amount of forty-nine



dollars; that the amount due to him, the deponent, was fifty dollars, and that he received the balance, one dollar, from Mr. Bonesteel; that he had believed at the time that the amount he owed said Cavert was about thirty dollars; that he signed the pay-roll for the fifty dollars due him when Mr. Bonesteel was making the payment; that he was not present when the money was paid to said Cavert; that he did not want to sign the pay-roll because Mr. Bonesteel did not give him his money; that the reason that Mr. Bonesteel gave him why he did not pay him his money was that he had an order for it on Mr. Cavert; when he signed the paper, or made his mark thereto, he knew it was for forty-nine dollars; that he did not know whether his name was upon it; he touched the pen; Joseph Wau-ba-nash-cum, a Menomonee Indian, was the interpreter on the occasion of his touching the pen to the paper or order between him, the deponent, and said Cavert."

Carrow, a head chief, (deposition No. 19,) testifies: "That Match-a-pa-taw, one of the young men of his band, went away hunting just before the payment; that Mr. Cavert, after the payment, called him to the office of Agent Bonesteel, and that Mr. Cavert asked the agent to give him the young man's share of the annuity money, and that if on his return he was not satisfied he would return it to him; that he, the deponent, told the agent that he did not think it was possible for Cavert to tell a falsehood, and therefore requested the agent to give the money to Cavert; that Mr. Powell handed Cavert the money, and that the young man came back in the middle of the same winter, and told deponent that he had not received the money from Cavert; that the payment of the money had been kept back for the young man at the request of the deponent; that at the payment deponent touched the pen for the money; that when he touched the pen for the money he understood that he had a right to say what should be done with the money, in behalf of the young man; that when deponent touched the pen for this money he requested Mr. Bonesteel to put it in the hands of Mr. Powell for safe-keeping, which Mr. Bonesteel did; that of this money he, deponent, took a dollar, which sum the young man had borrowed of deponent."

Sho-ni-on, a second chief, (deposition No. 22,) testifies: "That he received a land warrant last fall; that he did not get the warrant itself, but one hundred and twelve dollars in money from Mr. Bonesteel—one hundred and ten dollars paid to himself, and two dollars which deponent directed to be paid to Haas for pork which he owed him for."

O-shan-wau-kah (deposition No. 27) testifies: "That he has received a land warrant for the services of his father in the 'Sacs war;' that he received it last fall, after the annuity payment; that he did not get the warrant itself, but the money for it, from Mr. Bonesteel; the amount he received was one hundred and ten dollars; that Mr. Bonesteel paid him at first thirty-five dollars; that Mr. Bonesteel paid Cown forty-five dollars; that he did not ask Mr. Bonesteel to pay it; that he told Mr. Bonesteel that he wanted more than the thirty-five dollars he had given him—that he wanted to pay his debt to Mr. Cown, the trader; that thereupon Mr. Bonesteel stepped to the door and called Mr. Cown, who was standing in the road; that Mr. Cown

came into the office, and that Mr. Bonesteel asked deponent how much he wanted to give Mr. Cown; that he told Mr. Bonesteel that he wanted to pay Mr. Cown forty-five dollars, whereupon Mr. Bonesteel gave Mr. Cown forty-five dollars; that he does not know that Mr. Bonesteel paid him two dollars and a half in addition to the one hundred and ten received by himself for his warrant; that Mr. Bonesteel did not tell him the price that warrants would bring at that time, nor does he remember that Mr. Powell told him the price that warrants would bring at that time; that Mr. Bonesteel did not hand the forty-five dollars paid to Cown to deponent, and that deponent did not himself hand it to Cown."

In answer to this charge, Joseph S. Cavert (deposition No. 39) testifies: "That O-ka-ma-sha came into deponent's store previous to the payment a year ago last fall; that he had a running account with deponent, and when he came into deponent's store, as aforesaid, he told deponent that he was going away before payment of annuities, and wanted some pork and flour, and proposed to give deponent an order on Agent Bonesteel for forty-nine dollars, which sum included the sum due by him and the cost of the flour and pork; and that deponent gave him the flour and pork upon this promise to give him, deponent, the order for forty-nine dollars; that deponent then wrote an order for said amount, which was signed and witnessed in the store of deponent; after which deponent took the said order and went with the said O-ka-ma-sha to the office of Agent Bonesteel, where they found Captain Powell, United States interpreter, when deponent explained the order to Captain Powell, and O-ka-ma-sha did likewise; that at the pay table, when the annuity was paid, Captain Powell, as deponent thinks, reminded Mr. Bonesteel of the said order; that when O-ka-ma-sha's name was first called, he, O-ka-ma-sha, was not present; that when his name was again, afterwards, called, he was present, and Mr. Bonesteel paid the deponent forty-nine dollars, the amount of the order; that O-ka-ma-sha never made any complaint to deponent for his having done so."

Charles D. Ambrose (deposition No. 41) testifies: "That O-ka-ma-sha came into the store of Cavert, after the annuity payment of eighteen hundred and fifty-eight, and told deponent that he had paid his account with an order in favor of Mr. Cavert and asked for further credit, which was refused to him, but that he made no complaint respecting the payment of his order by Agent Bonesteel, and that he has never heard him make any complaint since, until the present investigation."

William Powell, United States interpreter, (deposition No. 36,) testifies: "That the recollection of deponent as to the Cavert order, given by O-ka-ma-sha, is not very distinct, but that his recollection is, that O-ka-ma-sha came to the agency office and told deponent that he could not stay for the payment; that he had been hired by some white men; that he wanted his money to be paid to Cavert if he was not here to receive it himself; that deponent told him, in answer, that he would tell the agent of his request; that O-ka-ma-sha went out, and immediately afterwards Cavert came into the office (deponent does not remember if O-ka-ma-sha was with him) and asked if he had re-

quested that his money should be paid to him, (Cavert;) that deponent answered that he had; that his (the deponent's) impression is, but he will not be certain, that he came back with Cavert into the office with the order, and that the understanding was, that the money was to be paid over to Cavert; that when his (O-ka-ma-sha's) name was called during payment from the roll of the band to which he belonged, it was announced by his chief that he was absent; that when the payment of those present had been completed, and that the agent, according to custom, called over again the names of the absentees, it was announced that O-ka-ma-sha was then present; that the agent then directed the chief of his band to call him and have him brought in; that he came in, and Mr. Bonesteel counted out the money that was due him, and told him to touch the pen; at that time deponent reminded the agent that there was an order in favor of Cavert, which O-ka-ma-sha had spoken to deponent about before he went off; that Mr. Bonesteel replied that he was very glad deponent had reminded him of it, as he had forgotten all about it; that Mr. Bonesteel then looked among the papers before him and found that there was such an order, and stated to O-ka-ma-sha the amount of the order, and to say if it was right, and, if so, to 'touch the pen;' that he then touched the pen; that after he had done so, he (Mr. Bonesteel) told him he had not the change but that if he would come down to the office he would pay him the balance due to him; that Mr. Bonesteel retained the amount of the order of Mr. Cavert; that deponent did not see Cavert in the council house at that time; that O-ka-ma-sha made no objection when Mr. Bonesteel explained it to him, and told him 'if it was right to touch the pen;' that to the best of deponent's recollection this transaction took place a year ago last fall, and upon further reflection he knows it was at that time."

William Powell (2d deposition, No. 42) testifies: "That last fall, after the payment of the Indian annuities by Agent Bonesteel, Sho-ni-on received one hundred and twelve and a half dollars for his land warrant for his services in the Black Hawk war; that the warrant was offered to said Sho-ni-on or the money, which Mr. Bonesteel then told Sho-ni-on was all that it would bring at that time; that Sho-ni-on said he would rather have the money, and received one hundred and ten dollars, and requested that two dollars of the balance should be paid to Mr. Haas, which he, the said Sho-ni-on, owed said Haas; that the reason that Sho-ni-on did not receive the whole amount at the time was, because the agent could not make the change, and that thereupon Sho-ni-on requested the change to be given to deponent, with authority, as aforesaid, to pay two dollars of the amount to Haas; that subsequently Mr. Bonesteel accordingly placed the two dollars and a half in the hands of deponent, which deponent handed afterwards to Haas, who claimed that the whole amount was due to him; which, upon Sho-ni-on disputing, he (deponent) told Haas to return the half dollar he claimed, which Haas did in the presence of deponent."

"That, to the knowledge of deponent, O-sha-wa-kah received for the price of his land warrant one hundred and twelve and a half dollars;" "that it has been the habit of Agent Bonesteel to offer to the Indians their land warrants, or the amount of money which Mr. Bone-

steel informed them was their market value ; that generally the Indians took the money ; some preferred taking the warrants, some of which, to the knowledge of deponent, are still in their hands."

In support of the 15th charge, to wit : That he refused to hear their complaints against the employés on the reservation—

La Motte, a chief, (deposition No. 18,) testifies: "That last fall, having heard a great many of his young men say that farmer Haas did not do his duty, and knowing himself that he did not, he, the deponent, complained to Mr. Bonesteel in council at the school-house, Mr. Powell interpreting, and requested Mr. Bonesteel to send Haas away where he came from ; that he spoke as loud as he could, but that Mr. Bonesteel paid no more regard to him than if he had been a young child ; that he heard Wau-ke-chan make the same complaint before he spoke, and that because no attention was paid to him, he, the deponent, spoke ; that at the time he complained in the council against farmer Haas, a soldier, Wau-ba-nas-cum, spoke, and said that if farmer Haas was sent away those Indians who did not belong to the church could have no fields ; that Wau-ba-nas-cum did not say that Haas took good care of the cattle ; that is all that Wau-ba-nas-cum said, because the council was all in confusion, and Mr. Bonesteel had risen to go away ; that Mr. Bonesteel said nothing in answer to his complaint against farmer Haas that he understood ; that Mr. Bonesteel did make some answer to the complaint, but what it was he does not remember ; that because Mr. Bonesteel did not consent to dismiss Haas at once, he, deponent, paid no attention to what he said in reply to his complaint."

In answer to this charge, no testimony was introduced ; it is refuted by the testimony itself.

There is a further charge against Mr. Bonesteel, rather of a personal than of an official character, which in itself is unworthy of an introduction into this report. But that nothing in the nature of a charge which arose in the course of the investigation may appear to have been omitted, and as an illustration of the character and credibility of one of the original complainants, as well as an act of justice to Agent Bonesteel, it is here inserted :

Joseph M. Ostroph (deposition No. 26) testifies: "That Mr. Bonesteel, two years ago, came to the post office and told deponent, then postmaster, that if a letter came to his office addressed by Mr. Slingerland, the Stockbridge minister, to the Commissioner of Indian Affairs, to retain it ; that no letter came, but about two weeks afterwards a letter came, and that he, deponent, retained it because there was only three cents paid on it ; that subsequently he, deponent, saw Mr. Slingerland, who paid him three cents more, and he transmitted it to the distributing office at Chicago ; that Mr. Bonesteel did not ask him, deponent, to see the letter of Mr. Slingerland which he, deponent, had kept back in his office for deficiency in the postage, as he has before stated ; this letter, to the best of his recollection, was deposited in the office a year ago last summer ; that he does not recollect the month ; that deponent wrote to Mr. Bonesteel stating to him that Mr. Slingerland had posted a letter against him, Bonesteel, to the department at Washington, and asking Mr. Bonesteel in that letter whether

he, deponent, should retain it; that deponent received no answer from Mr. Bonesteel to this letter; that there was no letter in the office at that time; that he, deponent, wrote the letter merely to catch Mr. Bonesteel in his attempt to seduce him, the deponent, three months before, from the duties of his office, in asking him to retain a letter from Mr. Slingerland; that the letter of Mr. Slingerland that he testifies he retained for the postage was detained until the following mail after it was posted; that he knows it was from Mr. Slingerland from the handwriting of the address."

In answer to this charge, Jeremiah Slingerland, minister of the Gospel on the Stockbridge reservation, (deposition No. 34,) testifies: "That he has resided on the Stockbridge reservation in said State (Wisconsin) for a little over two years; that he is the only person of his name who officiates as minister of the Gospel on said reservation, or has officiated there in that capacity during his residence; that, to his knowledge, he has never written a letter since he has resided there, addressed to the Commissioner of Indian Affairs, or to the Indian department, directly or indirectly; nor has he any recollection of ever, during that time, addressed or directed any letter or package to the Commissioner of Indian Affairs or to the Indian department, in his own handwriting, for any other person; that, to his recollection, he has never placed, or caused to be placed, in the post office at Keshena, on the Menomonee reservation, any letter or package so addressed; and that, to his recollection, he has never ascertained that a letter posted by or for him in said office had been kept back because the postage had not been paid in full, and upon which he paid to the postmaster, Joseph M. Ostroph, three cents additional for its transmission; that his testimony hereinbefore given, as to the letters or packages spoken of, is intended to apply to the time he has resided on the Stockbridge reservation, and to the period that Joseph M. Ostroph has been postmaster at Keshena, on said Menomonee reservation; that he has not, during that time, addressed any letter or package to any department of the government at Washington, to the best of his recollection."

William Powell (deposition No. 36) swears: "That the general reputation of Joseph M. Ostroph for truth and honesty is very bad amongst the Indians and whites residing on the Menomonee reservation."

George Cown (deposition No. 37) swears: "That he knows Joseph M. Ostroph, and that all say his character for truth and honesty is bad; that deponent would not believe him under oath; that deponent says so from his own knowledge of Ostroph, and from what people say of him."

Joseph S. Cavert (deposition No. 39) swears: "That he knows Joseph M. Ostroph, and that his general reputation for truth is bad, and that from his general reputation he, deponent, would not believe him under oath."

Lewis Goldstucker (deposition No. 40) swears: "That he knows Joseph M. Ostroph; that his reputation, so far as he can hear among the people here, is bad; from what deponent has heard of him, he would not believe him under oath."



Charles D. Ambrose (deposition No. 41) swears: "That he is acquainted with Joseph M. Ostroph, and that his general reputation for truth is bad; that, from his general reputation, he must say that he would not believe him under oath."

On the cross-examination of Wau-pe-nash-cum, a Menomonee Indian, and one of the original complainants introduced on the part of the Indians, (deposition No. 15,) he testifies: "That he knows Eli Williams, a Stockbridge Indian, who lives within a half an hour's walk of the reservation; that he went home with Williams last Friday and stayed all night, and returned on the afternoon of the next day, Saturday; that he did not ask Williams to come over and swear for the Menomonees; that he did not tell Williams that if he would come over and swear for the Menomonees that Cavert sold liquor, the Menomonees would give him, Williams, fifteen dollars; that he did not tell Williams that if he, Williams, would come and swear for the Menomonees they would give him, Williams, fifteen dollars; that Williams gave deponent liquor to drink, and that deponent was drunk at the house of Williams; that he drank liquor after he came back from a bottle in his own house, which he bought of Eli Williams."

Eli Williams, an educated Indian, of the Stockbridge tribe of Indians, produced on the part of Agent Bonesteel, (deposition No. 35,) testifies: "That the same night," (Friday last,) "after midnight, Wau-pe-nash-cum came to deponent's house and stopped there all night, and left in the morning; that during the night, soon after he came, he asked deponent whether he knew anything about the spilling liquor in the back room of the store of Cavert, the Indian trader at Keshena; that deponent answered he did; whereupon Wau-pe-nash-cum told deponent that the Menomonees had picked him, Wau-pe-nash-cum, out, with three others, to testify about it, and that he did not like to do so himself, and told deponent that the Menomonees would like him, deponent, to come down and testify what he knew about the liquor; that if the deponent would come down, he thought that the Menomonees would pay him, deponent, well—perhaps five dollars, perhaps ten, and perhaps fifteen dollars; that deponent told him, in answer, that he could not do it, that he could not do them any good, because he knew how the liquor came there; that Wau-pe-nash-cum asked deponent who brought it there, and that he told him Daniel Toucy; that in the morning, just before day-light, he asked deponent whether any of his folks could testify anything about the agent, to which deponent answered 'he guessed not;' that deponent did not sell Wau-pe-nash-cum a bottle of liquor at his house during the night, nor when he went away in the morning; that he asked deponent for liquor, and deponent replied that he could not let it go; that he saw Wau-pe-nash-cum at his own house that day put liquor into a bottle; that deponent did not himself buy any liquor that day."

After the close of the testimony on the part of the complainants, a question was propounded to a witness on the part of the defence respecting the rents accruing from the two stores occupied by Indian traders on the Menomonee reservation. The introduction of a new charge in that manner, and at that time, was objected to by the attorney for Mr. Bonesteel, and the objection sustained by the special agent,

as well for the reason above stated, as for others which cannot fail to have suggested themselves in the examination of the testimony hereinbefore recited.

In answer to the interrogatories of the special agent upon this and other points, and by the suggestion of his counsel, Mr. Bonesteel has volunteered the following explanation in his letter of the 14th of May, 1860, marked, with the depositions, No. 45, in these words, to wit:

“As I have nothing to conceal in reference to any matters appertaining to my official conduct, I would now state there are two stores on the reservation—one occupied by Mr. Cavert, the person before alluded to; the other, by Mr. Morse. The understanding, in reference to these stores, with the chiefs and tenants has been that the rent of the store Cavert occupies should go to the pagan chiefs, and should be paid in tobacco, at the rate of one hundred dollars per year. The rent of last year for this store has not been paid. The rent for the store occupied by Morse was one hundred and twenty-five dollars per year, and was to be applied for the benefit of their church. The rent for this year has been paid, and the proceeds applied for that purpose, under the direction of the Christian chiefs.”

It seems almost unnecessary to remark that not a single well-founded charge against the official conduct of Agent Bonesteel has been sustained—the charges themselves being in many instances refuted by the very testimony produced to support them.

It may be proper, however, to remark, upon the admission made by Mr. Bonesteel that he paid Leach, the miller, his salary for the time he was sick, when the business with which he was intrusted did not suffer by his absence, that such payment is fully justified by equity, custom, and precedent, as well in regard to private as public employés, under the universal sanction of common humanity.

The charge, likewise, that he appointed Captain William Powell his interpreter against the wishes of the Indians, is equally opposed to reason and justice. It was alike his privilege and his duty to appoint in that capacity a person in whom he could place implicit confidence, and whose fidelity would be animated by the consciousness that his selection was the individual choice of the agent. The propriety of this appointment, in preference to that of Joseph Gauthier, at the request of the Indians, is more than justified by the disclosures of this investigation.

So, also, the charge of keeping a mare with its sucking colt in the Menomonee barn, while residing on the reservation, for the support of which he furnished his own grain. Some means of conveyance on a reservation extending over ten townships was plainly necessary for the performance of his official duties. Had he taken the horses of the agency from their work for his use in the more important supervision of the affairs of the tribe, he would, without question, have been perfectly justifiable. His incurring this additional expense himself to avoid such a necessity, even if it had been proven that their hay and oats had been used, was a beneficence, and not an aggression; and the charge founded thereon is alike unreasonable and ungrateful.

In regard to that branch of the eleventh charge, which declares that, for want of the lumber obtained from the mill by Messrs. Prick-

ett and Cown, eight Indian houses are left unfinished, I deem it a part of my duty to state that I visited that number on the reserve, and can bear witness, from personal observation, that there was more or less lumber at each of them, without, I believe, a single exception. Their unfinished condition is the result of two causes—the natural and peculiar indolence of the Menomonees, and their consequent inability to pay their native carpenters, who, very properly, will not work, any more than our own mechanics, without payment for their labor.

Upon the subject of the alleged destitute condition of the Menomonees, as the consequence of the neglect of the agent to withhold a portion of their provisions for distribution during the winter months, or when they came out of their sugar camps, as indicated in the 6th charge, though proven to be unfounded in fact, yet in this connexion your attention is respectfully directed to the 3d deposition of Sho-ni-on, No. 22. In this deposition he swears “that Mr. Kershaw wrote an affidavit which he signed after last New Year’s day, in which he intended to swear that there were six poor persons in his band, and not *six hundred*.”

(His previous affidavit, referred to by this witness, signed jointly with Sho-no-nee, will be found marked No. 23 in the accompanying memorial of the State of Wisconsin to Congress.)

His previous testimony on this point in that affidavit is in the following words: “There is at the present time six hundred beings in the band over which we have control that are entirely destitute of food and clothing; unless they have relief they will perish—they will starve to death.”

My own observation as to the relative truth of their representations of their condition, with the actual fact, cannot be better illustrated than by the error here exposed after it had accomplished its object; the truth being in about the same ratio to this misrepresentation of numbers.

Had I visited the reservation previous to my recommendation that provisions should immediately be furnished to the Menomonees, my own observation and judgment would have prevented such a recommendation. The anxiety of the agent for their welfare, and the reliance of the Hon. Mr. Riley upon exaggerated representations misled them. The Indians were abundantly supplied with fish; and flour and pork were obtained by them in exchange for their sugar.

There never was a community, civilized or savage, without its proportion of destitute persons at all times, especially from old age among the latter, the necessities of whom seem utterly disregarded even by their nearest relatives.

It is not deemed necessary to present the testimony against the employés on the Menomonee reservation in detail in the body of this report, for the reason that no allegation exists therein of the complicity of the agent, or of his knowledge of the matter, therein charged; and for the further reason, that it would extend the report to an undue length.

A summary is therefore submitted, marked O, exhibiting the charges against each employé, in connexion with the rebutting testimony applicable thereto, with the number of “the deposi-

tion from which it is drawn, in order that reference may be readily had to the same.

The main difficulty which was encountered in the investigation was the character of the Indian testimony.

It is well known to the department that the Indian does not distinguish between what he believes and what he knows. He readily believes injurious tales, and delights in inventing them to gratify the common appetite. The story of his wrongs, his poverty, and his wants, are ever upon his lips in his talks with his "fathers," and he greedily receives from the white man any story which will add to his catalogue, and this becomes knowledge which he will not hesitate to testify to under oath. Of the obligations of an oath they have none, or a very imperfect idea. The consequence of perjury on their condition hereafter has no sufficient basis in their belief to restrain or control their evidence, and of the legal consequences they have had no experience or example.

It is equally well known that the Indian talks are carefully considered and pre-arranged in secret councils. The same course is pursued when called to give evidence in support of accusations pre-arranged in the same manner. Witnesses to particular facts are chosen and well drilled, and their memory of their talk prompted and corrected where opportunity is afforded. Eli Williams testifies that Wau-pe-nash-cum told him that he and three others had been picked out to sustain a certain charge, and endeavored to enlist him with the promise of money to its support. Sho-no-nee, a head chief, retracted and contradicted his own deposition, after a conference with his own people, because they had scolded him, and he was afraid of them. The same chief subsequently refused to answer cross-interrogatories, alleging that he had come but to say one thing, and would say nothing else. The testimony in this case will exhibit the extraordinary audacity with which they pervert and distort the plainest facts. For example, in the instance of William Powell, the interpreter, explaining the necessary qualifications to entitle the applicant to a land warrant, their applying a part of the general instructions given in open council to the single individual Pe-po-ne-ne, and endeavoring to maintain it by the offer of cumulative testimony to the same effect. No one in examining the depositions can fail to perceive the cunning equivocation by which they endeavor to avoid the truth and maintain the falsehood. It will be observed that more than one witness swears that he does not understand the English language, and afterwards swears that he understands his own deposition as read to him by the special agent, and signs his name thereto. Another swears that he knows no measure of time, not even the time of one "moon," the usual measure of time among his race; and yet, as his same deposition shows, he could name the days of the week, the numerals from one to ten in English, and testify from actual count that the number of bushels of corn raised on the "Central Farm" was one hundred and thirty. It must therefore constantly be borne in mind that Indian testimony must be received with many grains of allowance.

It remains, in closing this report, to glance as briefly as possible at the origin and progress of the dissatisfaction of the Menomonees,

which has exhibited itself in the most reckless disregard of the authority of the government, and vented itself in the grossest calumnies and most unfounded accusations against their best friend.

The first exhibition of this dissatisfaction, as shown by the testimony, appeared at the annuity payment of the year eighteen hundred and fifty-seven, when they refused to receive their annuities from the hands of their agent, for the reason that there was a deficiency in the usual amount of some six hundred and seventy-five dollars, which had been paid by the department, and by the agent, under its instructions, at their express desire, upon their written authority, signed by all their chiefs. Notwithstanding this was fully explained to them, they for some time persisted in their refusal, saying, according to the testimony of Mr. Prickett, "that some of their money had been spilled by the way."

It is manifest from the evidence that this dissatisfaction was fomented and aggravated by venal and unprincipled parties, whose only avenue to prosperity is that created by imposing upon the credulity of the ignorant, and exciting those suspicions which are so easily aroused in the bosom of the Indian. From their subsequent proceedings it is evident that the apprehension was instilled into their minds that the payment of the small sum above mentioned was but the commencement of the liquidation by the government of the large amount of claims against them, which they had once sanctioned but subsequently refused to confirm.

The summer the following payments, before mentioned, were made, they requested the agent, as appears from the testimony of the interpreter, Mr. Powell, to write to their great father to allow them to come to Washington "to attend to their money matters." The following fall, at their annuity payment, having received from the agent the information that he had received no encouragement from the department in answer to their request, they declared that they were determined to go. It was then, according to the same witness, "they began to mistrust that he had written as he had promised," and that previous to that time he had never heard any complaints against the agent or any of the employés.

It appears from the testimony of A-qu-a-no-ma, the head chief of the Menomonees, that a person by the name of J. W. (or W. J.) Kershaw had married a woman of his tribe, and a connexion of his own, and that an interview took place between A-qu-a-no-ma and Kershaw at the house of the aunt of the wife of the latter some two years ago. What transpired at that interview A-qu-a-no-ma refused to disclose. From the declaration of Kershaw that he had well studied the Menomonee treaties, and made himself master of the subject of the claims against them, taken in connexion with his subsequent conduct, the character of that conversation is not difficult to determine. The chief La Motte, at whose house the affidavits accompanying the memorial to Congress were concocted by Kershaw, testifies "that Kish-kah-na-ka-hom, the brother-in-law of Kershaw, came here and told the Indians—deponent, the first—that his brother was a very big lawyer, and that he generally went to the seat of government of the State; that as near as he could understand him, he further told depo-



nent that Kershaw requested him to tell the chiefs that he (Kershaw) was a very great lawyer; and that Mr. Kershaw told him, likewise, to tell the chiefs that he was married into the tribe of the Menomonees, and considered himself an Indian; and that if they were in trouble, and wanted to go to Washington, they should send for him; and that he (La Motte) told Kish kah-na-ka-hom that he had better go and tell the chiefs."

From the testimony of the same witness we learn that upon this self-invitation it was determined to send for Kershaw. A ready messenger, as La Motte testifies, was found in Joseph Gauthier, the interpreter between Kershaw and the Indians, and the person who accompanied their delegation to Washington. This man Gauthier is a half-breed, who had been dismissed by Agent Bonesteel from the post of interpreter, and whom he had refused to recognize as a member of the tribe by adoption, as requested by some of the chiefs. He is the nephew of Carrow, a chief, and cousin of Keshena, also a chief, and through them, as all the proceedings indicate, as well as his zeal and activity on the part of the complainants demonstrated, under the advice and direction of Kershaw, operated upon the Indians.

It was evident during the investigation that for the most part the witnesses were too well schooled to repeat the language of the harangues addressed to them by Kershaw. Their inflammatory character would have been fully displayed by reference to the language he has put into their mouths in their petition addressed to the President, the Secretary of the Interior, the Commissioner of Indian Affairs, and to Congress. Of some of his tactics we have, however, the direct evidence in this investigation, though comparatively meagre and reluctantly drawn out. La Motte testifies "that Mr. Kershaw advised them they were too quick in acting; that they had a graveyard at Poygan already filled up with their dead, and that they had another here that was fast filling up, and that they should remain here." Charles D. Ambrose testifies that Paul Ah-ko-ne-boi told him "that they had been told by their lawyer that they had complete control over everything on the reservation; that it belonged to them, or language to that effect, and that they had been so advised; that they were men; that they had arms and eyes and mouths like a white man, and were the same as a white man physically." Acting upon which advice, as appears from the same witness, John Cown, the brother-in-law of Kershaw, called him from his boarding-house, telling him he was wanted in the store of Cavert, his employer; and upon his arrival there, he found it occupied with some twenty Indians, who, with much abusive language, threatened to put him and his goods out of doors. Another topic was the wrong committed by their agent and the employés, first introduced, as it would appear, from the testimony of La Motte by Kershaw himself. His words are, "that Mr. Kershaw told them they might tell him how they were used by their agent and the employés on the reservation, and that he would write it down and take it to Washington."

While lavish of his advice, he was not less so of his promises, though at the same time not unmindful of himself. A-qu-a-no-ma, the head chief, testifies that they gave Kershaw "a paper stating that

they were to pay him five hundred dollars. Mr. Kershaw wrote this paper, and Mr. Gauthier interpreted it to them; that the money was for his services in writing the papers, taking them to Washington, and getting the papers in at Washington; that they expected from those papers that the traders would be prevented from receiving eighty thousand dollars; that they expected, if they prevented it being paid to the traders, they would soon receive it; that they expected to receive and bring back with them twenty thousand dollars, exclusive of their annuities; that they made another paper to be presented to their great father at Washington, to draw the sum of fifteen hundred dollars to pay the expenses of the delegation to and from Washington, and the five hundred dollars to Mr. Kershaw."

La Motte testifies to the same effect: "They (the council) told the delegation that if they were listened to they should ask their great father in Washington for twenty thousand that year, and twenty thousand dollars the next succeeding year, to be taken out of the interest of their annuity moneys, in addition to their annual annuity payments; that they were to tell their great father that they wanted these moneys because their crops had failed and they were poor."

It is inferrible from the testimony, though not in direct evidence, that the affidavits against the agent and his employés were principally fashioned by Kershaw, from memoranda taken at his several councils with the Indians, the rough outlines being filled up and colored with the darkest tints and deepest shadows his fancy could furnish. When thus prepared, they were perfected with the aid of Gauthier, at the final council at La Motte's. Furnished with these, he proceeded to the seat of government of Wisconsin, as I am informed, and there obtained the passage of the memorial to Congress. Thus armed, he carried the delegation to Washington, although he had been—as testified by the chief, Keshena—"told," at the very councils where the affidavits were framed, "that the agent, Mr. Bonesteel, had forbidden them from going to Washington." That this man has acted throughout in contempt of the authority of the United States, and in direct contravention of the provisions of the intercourse law, there can be no question. If the evidence can be procured, of which I have but little doubt, he should be made amenable to its severest penalties.

It will be observed, from the testimony, that besides Gauthier, Kershaw had two other assistants in this nefarious business. Joseph M. Ostroph, the late postmaster at Keshena, whose infamous character is fully exhibited by the evidence heretofore quoted, and Ignatius Wetzel, the present blacksmith, whose affidavit appears attached to the memorial to Congress, and who, by his own admission in his deposition accompanying this report, violated the express instructions of the agent in attending the secret councils of the Indians. His immediate removal is alike due to justice and to the maintenance of the authority of the agent.

The accompanying summary of the testimony in support of the charges against the employés, as well as in their defence, will put you in possession of all the facts. In my judgment, they are fully vindicated. With Mr. Samuel T. Leach, the miller, previous to the dis-

charge of the son of the chief Carrow from work at the mill, the chiefs, as the testimony shows, were well satisfied.

Frederick Haas, the farmer, is an industrious, well-informed German, to whose benevolent character, kindness, and liberality to the Indians, the testimony presents abundant proofs. Captain William Powell is a highly intelligent gentleman, who deservedly enjoys the universal respect and esteem of his fellow-citizens. He has held the post of interpreter for some time against his own wishes at the earnest solicitation of Mr. Bonesteel, who cannot adequately supply his place. As one instance of the unpardonable intermeddling of Mr. Kershaw and his tools with the Menomonees, they will lose the services of these valuable men, who have all resigned, to take effect at the expiration of the present quarter.

It is proper to state that the charges which have been preferred against the agent and the employés have been preferred by the Christian bands, so called; and the key to the hostility to Mr. Haas may be found in the declaration of Wau-ba-nas-cum, mentioned in the deposition of La Motte, that "if Haas is dismissed, the pagans will have no fields." His impartiality in the performance of his duties was the crime which gave rise to the accusations against him. Gauthier's hostility to Mr. Powell may be dated from his displacement in the interpretership.

But perhaps the most serious loss that is to result from the insane conduct of this unfortunate tribe, will be that of Mrs. Dousman, the preceptress of the female school. Insulted and reviled in the house, and in the very presence of their missionary priest, and her dwelling assailed with violence at midnight under the direction of his chief, by his brutal emissary, she has declared her determination to abandon them. With no impelling motive other than her Christian benevolence, she has been for thirty-two years their faithful, self-sacrificing benefactress, whom they had long loved and revered under the endearing name of their mother—a title by long and patient endurance, by unremitting, unrewarded devotion to their temporal, intellectual, moral, and religious welfare, she most hardly earned; the instructress of their children, the nurse of their sick, the providence of their destitute, the consoler of their dying, the priestess at the altar, the sole, gratuitous interpreter of the religious teachings of all their Christian missionaries, from whose lips alone the lessons of divine truth had ever reached their ears. The demand for the removal of this lady was determined upon in council, as I was informed by herself, and, as it was said, the loudest advocate for the measure was Ke-she-na, whose child she is rearing at her own hearth with all the care and fondness of her own daughter.

Such is the present morale of the Menomonees who have lent their ears to the counsels of Kershaw, and have been guided in their conduct under his advice by his tools. Should they continue to pursue such counsels, the prospect of their future is truly lamentable. They have already sacrificed nearly three thousand dollars in travelling expenses, gratuities to their abettors, and fees to their attorneys. During the pendency of the investigation their fields have been utterly neglected, and under the advice, it is understood, of their counsel,

their chiefs have refused to ask from this agent the necessary seed for planting. He has, however, made the necessary purchases, having reason to believe that their people will receive them, and being unwilling that they should suffer from their folly. That portion of the reserve on which they are located is comparatively sterile and inhospitable; last year their crops were almost entirely cut off by the frosts. It is to be hoped that it may not be deemed unbecoming to suggest that the policy of the department, which has been attended with results so happy with other Indian tribes, should be pursued with these. The system of allotments of land in severalty, and the application of the proceeds of their surplus land for the purposes of agricultural improvement, cannot fail to better their condition. The Brothertons, in their vicinity, exhibit a striking contrast in intelligence and industry, and consequent prosperity.

The conduct of Agent Bonesteel toward these people has been paternal in the extreme. Every intelligent witness questioned upon the subject, as will appear from the evidence, concurs in bearing witness to the kind treatment they have uniformly received at his hands. If any fault can be laid to his charge, it is an over indulgence in his desire to gratify and serve them. But in the vocabulary of the Indian there is said to be no word expressive of thanks; and if the word gratitude ever existed in the language of the Menomonees, it is now expunged or obsolete.

I cannot refrain from adding, in justice to a meritorious public officer, so harshly assailed and so vindictively pursued, that when the character of the testimony is considered, prompted and dictated by venality and malevolence, prepared, embodied, and guided by the highest professional acumen, so clear and absolute a vindication of Agent Bonesteel as this investigation presents is a rare triumph of official and personal integrity, which justifies and sanctions the confidence of the government, and commends him anew to the esteem and respect of all good men.

All of which is respectfully submitted.

KINTZING PRITCHETTE,  
*Special Agent Indian Department.*

Hon. A. B. GREENWOOD,  
*Commissioner of Indian Affairs.*

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A.

*Memoranda of a conversation held on the 27th day of March, 1860, at Keshena, the Indian village on the Menomonee reserve, Wisconsin, with Osh-ke-he-na-nu, (The Young Man,) one of the late delegation to Washington, and one of the chiefs, together with several of the second chiefs, or headmen, of the Menomonee tribe.*

They commenced by inquiring respecting the provisions which they heard had been purchased. In answer, they were informed that 200 sacks of flour and 48 barrels of pork had been purchased at Fond du

Lac, and were now on their way hither, where they would arrive as soon as the steamboats could bring them.

I inquired of them when they would be ready to come forward and testify in support of the charges made against their agent.

They replied that they could not assemble the whole tribe until the provisions arrived.

I informed them that I did not demand the presence of the whole tribe, but only of the chiefs and those who could testify to the charges made against their agent; but that the whole tribe might be present, if they chose.

To this they replied that they would consult the rest of the chiefs and give me an answer to-morrow.

I then inquired of Osh-ke-he-na-nu what arrangements Mr. Kershaw had made with the delegation respecting the investigation, and when he had agreed to be present here.

He replied that Kershaw had told them, when he had parted with them, (at Janesville,) that he would write to Gauthier, (their former interpreter,) and that Gauthier was to inform him, (Kershaw,) in reply, when he should be wanted, and that was all he knew.

They then inquired where the money came from to buy the provisions.

In answer, I told them that my business here was to investigate the charges made against their agent, and that in all other matters they must inquire of him.

In conclusion, I told them to inform the rest of their chiefs that I expected they would be ready at once to sustain their charges against the agent; that they had sent a delegation to their Great Father to complain of him; and that he had sent me a great distance to take their testimony, with instructions to perform that duty as soon as possible.

They then desired that provisions should be borrowed of the traders, and returned when those purchased for them should arrive.

This request I referred to Agent Bonesteel, who was willing to comply with it, if practicable; but, upon consultation, it was not deemed advisable, as it might give rise to cavil as to the amount borrowed and returned and that subsequently distributed.

KINTZING PRITCHETTE,  
Special Agent.

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## B.

*Memoranda of a conversation held on the 28th day of March, 1860, at Keshena, the Indian village on the Menomonee reserve, Wisconsin, with Osh-ke-he-na-nu, (The Young Man,) one of the late delegation to Washington, and several of the chiefs and headmen of the Menomonees.*

Osh-ke-he-na-nu commenced by saying that in reply to my question of yesterday, as to the time the parties who had made charges against their agent would be ready to testify, the council had decided that the



investigation should not commence until the provisions should arrive, and Mr. Kershaw be present.

I told him and the rest, in reply, that to wait for the arrival of the provisions was out of the question, and requested to be informed when Mr. Kershaw was expected.

It was answered that they did not know.

I then requested that Mr. Gauthier, the interpreter who had accompanied the delegation to Washington, should be sent for.

On Mr. Gauthier presenting himself I inquired of him what arrangement Mr. Kershaw had made with the Indians for his presence here and conducting the investigation on their behalf.

He replied that he had understood from him that he was going home and would come immediately thence to the reservation.

I then inquired what they would consider a reasonable length of time to await the arrival of Mr. Kershaw.

They replied (after consultation) five days; and that if he did not come by that time they would not expect him.

I then told them that I would wait that time; and that if Mr. Kershaw was not then present, I now notified them, and requested them to notify all others who knew anything of the transactions complained of, to present themselves to testify, and that in the absence of Mr. Kershaw they might select some *proper* person to conduct the investigation on their part.

With this arrangement they expressed themselves fully satisfied.

KINTZING PRITCHETTE,

*Special Agent.*

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C.

NOTICE.

Whereas an investigation of certain charges against the official conduct of A. D. Bonesteel, United States Indian agent, at Fond du Lac, has been ordered by the Indian department of the United States :

Now, therefore, all persons having any knowledge of the transactions complained of are hereby notified to be and appear at the school-house at Keshena, on Tuesday, the 3d day of April next, at 10 o'clock a. m., at which time and place the said investigation will be commenced, and be continued from day to day until all the testimony necessary to a full and impartial examination of all the matters charged shall be completed.

KINTZING PRITCHETTE,

*Special Agent, Indian Department.*

MARCH 31, 1860.

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D.

KESHENA, April 3, 1860.

DEAR SIR: Should you still adhere to the determination expressed by you to me last evening, *not* to allow me to examine the vouchers connected with the administration of the affairs of the Menomonee

Indians by Mr. Bonesteel, now in your possession, will you be kind enough either to furnish me copies of, or allow me to copy, the vouchers relating to the "Central Farm?"

The management of that portion of the property of the Indians is to be made the subject of investigation; I consider it very essential to the proper discharge of my duties that I should have the information desired.

I am, very truly, yours,

JAMES H. HOWE, *Attorney.*

Hon. K. PRITCHETTE,

*Special Indian Agent, present.*

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E.

KESHENA, MENOMONEE RESERVE,  
*Wisconsin, April 3, 1860.*

SIR: I have to acknowledge the receipt of your note of this day, in which you say that "should you still adhere to your determination, expressed by you to me last evening, *not* to allow me to examine the vouchers connected with the administration of the affairs of the Menomonee Indians by Mr. Bonesteel, now in your possession, will you be kind enough to allow me to copy the vouchers relating to the 'Central Farm.'"

You further say therein, that "the management of that portion of the property of the Indians is to be made the subject of investigation; I consider it very essential to the proper discharge of my duties that I should have the information desired."

In reply, I have to inform you that the determination to refuse the indiscriminate examination of the accounts and vouchers of Mr. Bonesteel, covering the whole period of his official action, as agent of the Menomonee tribe of Indians, is still adhered to, for the reasons stated to you last evening, namely, that the said vouchers had been intrusted to me by the Indian department as its special agent, in order to test the accuracy of such vouchers as, in the course of the investigation, the testimony produced might call in question. But that I did not understand to be my duty to allow their use by the complainants or their attorney, as the bases of new charges of the character and scope of which the accused could have no notice, and consequently no preparation to meet. While, at the same time, I informed you that the complainants were at liberty to produce for investigation any charges whatever, in addition to those made in the letter of the honorable the senators and representatives in Congress from this State, a copy of which was furnished you, which they might be able to support by testimony within their possession; and that when the accuracy of any voucher or vouchers might be called in question by the testimony produced, such voucher or vouchers would be open for your inspection.

I have now, in reply to your request above quoted, for copies of the

vouchers relating to the "Central Farm," to say that I am not in possession of any charges specific or general relative to the management of the "Central Farm;" and that if you will furnish me with a specific statement of the charges alluded to in your letter, and the object of your request for the vouchers relating thereto, I will give you a prompt and decisive answer.

Very respectfully,

KINTZING PRITCHETTE,  
*Special Agent Indian Department.*

Hon. JAMES H. HOWE,  
*Attorney, &c., present.*

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F.

KESHENA, April 3, 1860.

SIR: I have just received your reply to my note of this day. I regret exceedingly the determination expressed in it, in reference to the vouchers, for these reasons: Mr. Bonesteel has been, for some years, the trustee of an express trust—the *cestui que* trust of all these Indians, unable to speak, read, or write the language of Mr. Bonesteel. Both Mr. B. and the United States interpreter, Mr. Powell, are, either justly or unjustly, accused by these Indians of squandering or improperly applying the funds constituting this trust. The only evidence of the way Mr. B. has discharged his duties in connexion with these moneys, accessible to me here, is the recollection of the Indians. They have no knowledge of the contents of a single paper to which their marks are affixed. They do not know the number of papers so executed by him, nor the purposes for which they were executed. To illustrate by reference to the "Central Farm:" They know that a considerable sum of money belonging to them has been expended upon it, and they know the benefits they have received from it. How is it possible for them to know the manner in which these moneys have been expended, or the amount of expenditures without an examination of the vouchers?

How is their suspicion of Mr. Bonesteel to be allayed, and their confidence in him restored, except by a full investigation into all his transactions?

Again: Mr. S. T. Leach was employed as a miller. He was absent (I am informed) five months, from October, 1858. Was he paid for that time? How can that fact be determined, except by reference to the vouchers? If he was not, no time need be consumed in the examination of witnesses upon that point. I could go on with reference to other matters, but I deem these sufficient to explain to you my views in reference to this matter. I can only regret your decision in the premises; I am powerless to change it.

In reference to my request of this morning: The first charge contained in the communication of our senators and representatives referred to by you, and of which you gave me a copy, is, that "their

said agent (Bonesteel) does not honestly apply the moneys furnished him to purchase provisions and other articles for them."

Nos. 16, 17, 18, 19, and 22 of the affidavits accompanying the memorial to Congress of the legislature of Wisconsin, as printed by the House of Representatives, contain the charges in reference to the "Central Farm" and its management, which I desire to investigate, and which furnish the occasion for my request of this morning, and which I again renew.

I am, very truly yours,

JAMES H. HOWE, *Attorney.*

Hon. KINTZING PRITCHETTE, *Special Agent, &c., present.*

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G.

KESHENA, MENOMONEE RESERVE, *Wisconsin, April 3, 1860.*

SIR: I have to acknowledge the receipt of your communication of this day, in answer to my reply to your note of same date, in which you express your regret at my refusal to allow an indiscriminate examination of the vouchers of the United States Indian agent, Mr. Bonesteel, covering the whole period of his official duties.

That no ground may exist for the imputation of a want of impartiality in the proceedings of the investigation directed by the Indian department, which would seem inferential from your arguments in support of your request, I propose to present my views thereon in the order in which they are made.

The first argument advanced by you is that, inasmuch as Agent Bonesteel is the trustee of the Menomonee Indians, they are entitled to the examination of his vouchers, to ascertain whether their trust has been faithfully and honestly administered.

I do not so understand the position and responsibility of Mr. Bonesteel. In my judgment, the United States is the trustee of the Menomonee fund, who administers this fund through its legally constituted agent, under direct instructions from the appropriate department, and that he is responsible to the United States for his conduct, and punishable by law for malfeasance in office. The Indian department is the custodian of the accounts and vouchers furnished by him as evidence of the proper disbursement of all moneys intrusted to him, in conformity with its instructions.

If charges are preferred against such an officer for malfeasance, embezzlement, or misapplication of such moneys, it is presumable that they have some foundation, and that *prima facie* evidence is in the possession of the parties making them of their truth. It cannot be admitted that, upon a sweeping charge of dishonesty, the incidental expenditures of a whole term of office are to be submitted to the scrutiny of the accusers, and an adjudication had upon the accuracy of each item, with the purpose of framing specific accusations in support of the general one. Nor do I apprehend how the officer can be expected to institute a defence against accusations supported by testi-

mony thus manufactured, regarding transactions spread over several years, involving numerous items of expenditure, where the witnesses to the accuracy of the vouchers, therefore, may have long since been dead, or removed beyond his knowledge or reach.

Your next argument assumes that the Indians, from want of acquaintance with the language in which they are written, have no knowledge of the contents of a single paper to which their marks are affixed. This is strictly a *petitio principii*. The reverse is to be presumed, since every paper in the form or character of a voucher is witnessed, by a sworn interpreter, to their knowledge of its contents. If they so charge, it is certainly based upon their knowledge of what they understood they had signed, and their declaration, under oath, of the supposed contents will be confirmed or confuted by the exhibition of the paper itself. If not in conformity with their declaration, their testimony will then be subject to contradiction and refutation on the part of the interpreter and witnesses thereto. If, as you state, they have no knowledge of the contents of a single paper to which their marks are affixed, and that they do not know the number of papers so executed by them, nor the purposes for which they were executed, upon what pretence are charges based thereon preferred? As you also profess a like ignorance, am I to understand that a call for the production of the papers has for its object your, or their, instruction as to what shall be affirmed or denied respecting the truth or accuracy of their contents?

Your argumentative inquiry of how they can know that the considerable sum of money which has been expended for them has been properly applied, without access to the vouchers, is answered by you in the same connexion: that "they know the benefit they have received from it." If, therefore, the benefits are inadequate to the expenditure in any particular, upon the fact being shown, the exhibition of the voucher will make it apparent.

To your further inquiry of how their suspicion of the honesty of their agent can be allayed without an investigation of all his transactions, or, in other words, an examination of all his vouchers, the answer is obvious. If, on investigation, the specific charges already made, and all others which they may be able to present, are not sustained by the proof, their reason must be convinced that they had been led into error; if, on the contrary, they are sustained, the restoration of their confidence in him becomes unnecessary.

You present, as an illustration of the necessity of access to the vouchers, the case of S. T. Leach, the miller, who, it is alleged, was absent from his duties for five months, and inquire how it can be ascertained whether he was paid for that time without an examination of the voucher. My answer is, that a proof of his absence for that period will present the contingency contemplated in my communication, on which the exhibition of the voucher has been conceded as proper.

I have given a careful examination to affidavits numbered, respectively, 16, 17, 18, 19, and 22, accompanying the memorial to Congress of the legislature of Wisconsin, and find therein nothing to justify a departure from the principle stated in my former letter, name-



ly, to permit the examination of the vouchers only where their exhibition is necessary to test the accuracy of the testimony produced. They all present similar statements of fact, namely, the conversion to their own use and benefit, by certain of the employés, with the knowledge of the agent, of the grain raised on the "Central Farm," and the hides and tallow of four fat oxen belonging to the tribe; with the additional charge in the affidavit number 22 to the effect that provisions to the value of \$3,000 only were furnished by the agent, instead of \$5,000—the difference between which sums was divided between the said agent and the interpreter. The latter is the only charge upon which, as I apprehend, the vouchers would throw any light. The amount of provisions received is known to them, and their testimony can be presented thereto in this case, as in the other above mentioned. Upon this proof being presented, you will have access to the voucher, under the rule heretofore stated to you, and herein reiterated.

It will be a subject of as much regret to me, should you fail to see the manifest justice of my decision in the premises, as you have expressed at its enunciation.

Very respectfully,

KINTZING PRITCHETTE,  
*Special Agent Indian Department.*

Hon. JAMES H. HOWE, *Attorney, &c., present.*

*Minutes of the investigation of certain charges made against the official conduct of A. D. Bonesteel, United States Indian agent for the Menomonee tribe of Indians, located in Wisconsin.*

March 27, 1860.—Held council with certain chiefs and headmen of the tribe, at which they requested the postponement of the investigation until the arrival of provisions, which they alleged had been promised to their delegation to Washington by the Secretary of the Interior and the Commissioner of Indian Affairs, and also until Mr. Kershaw, their attorney, was present, stating at the same time, in answer to the inquiry, that they did not know when their said attorney would arrive.

In reply to their request, they were informed that the purchase of provisions had been made contingent upon the judgment of the special agent of the Indian department upon a personal examination of the truth of their alleged necessitous condition, which was not apparent, and not as a necessary preliminary to the investigation; consequently that the postponement asked for upon that ground could not be granted, inasmuch as at least one month must elapse before they could reach them.

They were then requested to name the period of delay necessary to allow the appearance of their attorney, Mr. Kershaw. Whereupon they requested one day to determine.

March 28, 1860.—The council again met, and made answer to the inquiry on yesterday, that five days would be ample to await the ar-

rival of Mr. Kershaw, and that if he did not present himself at the expiration of that time they should not expect him. They were then informed that the investigation would be postponed for that period. At the same time they were notified, and were requested to notify all others acquainted with the circumstances complained of, to appear on Tuesday, the 3d day of April next, to testify in the promises.

They then requested that Talbott Prickett might be admitted to act as interpreter at the investigation. William Powell, the United States interpreter, and Joseph Gauthier, to be present and correct the interpretation of Mr. Prickett, if need be.

Their request for the admission of Mr. Prickett in the capacity of interpreter was granted, with the additional arrangements above stated made by the special agent.

*March 31.*—Notices of the time and place of investigation were prepared and posted at four different places in the Indian village of Keshena, on the reservation, at Cown's trading post, three miles distant, and at Shawano, a village eight miles from said reserve.

*April 2.*—James H. Howe, attorney general of the State of Wisconsin, this day presented himself as the attorney to conduct the investigation in behalf of the Indians, in place of and at the request of Mr. Kershaw, and requested a copy of the letter of the senators and representatives in Congress from Wisconsin, containing the charges made against Agent Bonesteel and the employés upon the reservation. A copy thereof was accordingly furnished to him.

He likewise requested that he might be allowed to examine all the vouchers and accounts of Agent Bonesteel since his induction into office, placed in the hands of the special agent by the Commissioner of Indian Affairs, which privilege he stated Mr. Kershaw had informed him he would be entitled to, as he had understood from the department at Washington.

The object of this request he stated to be to enable him to obtain the necessary witnesses to support the charges, averring that, in the absence of Mr. Kershaw, upon whom he relied therefor, he did not know their names. He had previously requested the postponement of the proceedings until Thursday, the 5th instant, to await the arrival of Mr. Kershaw, which was refused, for the reason that he could give no assurance of his arrival at all. The examination of the vouchers was also denied him, for the reason, which was then given to him, that the vouchers had been intrusted to the special agent, in order to test their accuracy by such testimony as might be produced impeaching their correctness, and not intended for the use of the accusers of the agent as the bases of new charges, of which he had no notice, and would, consequently, be entirely unprepared to meet. At the same time he was informed that he was at liberty to introduce any charges whatever which he had testimony to support, without being confined to those set forth in the letter accompanying the instructions of the special agent, in testing the truth of which, where the accuracy of any voucher was in question, he would have the privilege of examining such voucher or vouchers.

APRIL 3.

Agreeable to notice convened at school-house in Keshena, at 10 a. m. Present: Mr. Isaac S. Tallmadge, attorney of Agent Bonesteel, and James H. Howe, attorney for the Indians, the Menomonee chiefs and many of their people.

Having informed them that I was ready to hear what they had to say, they replied that they had spoken to Mr. Prickett to interpret for them at the investigation, but that he could not be present to-day, he being engaged in attending the election. In answer they were told that Mr. Prickett had sent me word to the same effect, but had promised to be present to-morrow, and that the investigation would therefore stand adjourned until to-morrow morning at 10 o'clock.

A desultory conversation then took place. They inquired whether I would proceed without Mr. Kershaw. They were answered that they had, upon consultation, determined that five days was ample time for his arrival, after which they should not expect him, which had been granted them; that I could not ascertain from them, or from any other source, when he would arrive, or whether he would come at all, and that Mr. Howe had presented himself as their attorney in place of Mr. Kershaw; that I should adhere strictly to my engagements with them, and that I expected the same on their part.

They again spoke of the provisions as necessary to enable them to proceed, and repeated that many of their people were suffering, and reiterated that they had been promised them at Washington. They were again corrected on this point. As to the destitute condition of their people, that since I came upon the reserve there had appeared no evidence of that fact, but the contrary. They were constantly carrying through the street flour, pork, fish, and sugar; that it seemed to speak but little for their humanity to allow the old and destitute to suffer, while the young and strong had abundance; and it was inquired whether it would not be better to supply their wants from their surplus instead of taking their fish and sugar to Shawano and selling it for whiskey? They replied it was to be regretted, but so it was.

The chiefs and others of the delegation to Washington were then asked, in answer to their reiteration of the wants of a part of their people, whether they had manifested the same anxiety for their welfare when on their return they had entered their village reeling with drunkenness? Keshena said that, as for him, he supposed I referred to one drink he had taken at Shawano. He was answered that his condition, as narrated to me, had shown that it had been a very large one. He replied that he had only drank on that occasion three glasses of beer and two of whiskey. Received a letter from Mr. Howe, urging his request for the vouchers; answered, refused.

Received, subsequently, another letter from Mr. Howe, arguing the propriety of his having access to all the vouchers of Mr. Bonesteel, and especially those relating to the Central Farm; answered the same, same day, to the effect that the indiscriminate examination of all the vouchers of Mr. Bonesteel's accounts, covering the whole period of his official duties, could not be permitted; that the vouchers were

intrusted to me by the Indian department to test their correctness by the testimony, and not to serve as bases for the manufacture of new charges, the character and scope of which the accused had no notice, and could not be presumed to be able to meet.

APRIL 4, 10 *a. m.*

Convened at school-house in Keshena. Present: Mr. Tallmadge, attorney on the part of Mr. Bonesteel, James H. Howe, attorney general of the State, on the part of the Indians; chiefs and Indians; Messrs Talbott Prickett, William Powell, and Joseph Gauthier, interpreters.

The Indians were informed that the investigation would now proceed; and that Mr. Howe, whom they had sent for, would conduct it on their part instead of their attorney, Mr. Kershaw, who had not appeared. They answered that before they commenced they desired to speak of their wants. They were answered that all that the agent had to say upon that subject had been said, and that they could not be heard further on that subject. They replied that the Secretary of the Interior had told them that the agent would look into all their affairs; and that if they were not heard they would not proceed.

The agent then presented the instructions of the Commissioner of Indian Affairs, and directed Interpreter Prickett to communicate to them the contents; this being done, he informed them that that was all he was authorized to do and no more. They replied that they were told by the Secretary of the Interior that all the papers from the time they had come upon the reservation should be sent to them for the purposes of investigation into all their affairs from that time. The interpreter to the delegation to Washington, Gauthier, corroborated their declaration, and on the agent telling him that he had misunderstood the Secretary, some one of the Indians, through the interpreter, Mr. Prickett, said perhaps Gauthier did not understand English well; to which he replied, "if I do not Mr. Doolittle and Mr. Kershaw do." The agent repeated that he was here to investigate the official conduct of Agent Bonesteel and the conduct of the employés, so far as they implicated him. They then wanted to wait for the arrival of Kershaw. They were told that neither they nor the special agent were informed when he would come, nor whether he would come at all; that they had made charges against their agent and were expected to prove them. The special agent is here to hear both sides; they could not expect their affidavits to be taken as truth without an opportunity being given to contradict them. That he would now hear both sides. They answered that was what they wanted.

The special agent then called the witnesses to come forward. They then requested a delay until they could send for witnesses from Shawano. They were told that the testimony of the witnesses present would be taken while those at Shawano were sent for.

Thus ended all their artifices for postponement until the provisions should arrive.

Mr. George B. Edmonds, a notary public, residing at Shawano, eight miles distant, being the nearest point at which an officer authorized to administer oaths could be obtained, was employed by the special

agent to attend from day to day to swear the witnesses, at a compensation of three dollars (\$3) per diem.

Mr. Prickett was then sworn as interpreter, it being requested by the Indians that he should interpret for them; the United States interpreters, Mr. Powell and Gauthier, who accompanied the Indian delegation, were requested to be present and correct Mr. Prickett if need be.

Sho-ni-on and Sho-no-ne were sworn and examined as to their knowledge of the consequences, temporal and eternal, of taking a false oath or testifying falsely. Their several depositions were then taken, attested by the notary, and witnessed by the three interpreters; also deposition of O-ka-ma-sha taken.

At 1½ p. m. adjourned to 2½ p. m.

Met at 2½ p. m. Examined and took deposition of Samuel Ti-ko, attested and verified as in the cases of this morning.

The method of examination which was pursued was as follows: The attorney for the Indians produced their witnesses, in which he was guided by the affidavits accompanying the memorial of the legislature of the State of Wisconsin to Congress, the printed copies of which were before him, and questioned each witness upon the facts therein set forth, in order to reproduce their testimony on this examination. The fullest license was given to him in questioning them from the book, without the interposition of technical rules in the admission of their testimony; the special agent interposing throughout such questions to the testifying witness as seemed to him calculated to elicit the truth; the attorney of Mr. Bonesteel was then allowed to cross-examine; the special agent pursuing the same course in eliciting the truth. The depositions when completed were distinctly read sentence by sentence, and interpreted to the witness, and his assent had to its accuracy before signing.

The attorney for the Indians is frequently disposed to exceed over the limits of reason and justice in his range of examination, and to exceed all bounds in his efforts to maintain his printed affidavits.

In the course of the examination of Ti-ko, in support of the allegation of the fraudulent transactions of Frederick Haas, the farmer, he testified that Haas had told him that he was afraid to continue trading with the Indians, for the reason that their traders, Prickett and Cavert, had complained of his so doing.

Attorney General Howe then asked Ti-ko who it was that Haas had told him Prickett and Cavert had complained to. The question was objected to; subsequently, however, it was repeated by Howe, and answered that Haas had told him, Ti-ko, that they had complained to Agent Bonesteel.

The special agent here interfered and directed that the answer should not be set down, for the reason that the witness was on the stand to impeach the character of Haas, and was at the very moment engaged in impeaching it; and that it was not competent for the complainants to introduce his testimony through the mouth of the complainant to prejudice Mr. Bonesteel. The attorney general insisted that such was not his purpose, yet persisted in retaining it upon his notes of the evidence.



During the examination this morning of the two witnesses, Shonion and Shononee, the witnesses were frequently prompted by the assembled Indians, though frequently checked and warned by the special agent. This afternoon, he distinctly informed them that if a single instance of the kind again occurred, he would examine the witnesses separately and apart from the rest.

Interpreter Gauthier made himself very conspicuous in talking aside with the Indians, frequently correcting the witnesses in their replies and fixing his eyes constantly on those of the testifying witness, evidently to warn and direct his testimony, and indicate his satisfaction or dissatisfaction.

Adjourned at 8 p. m. until to-morrow morning at 10 o'clock.

THURSDAY, *April 5*

Convened in school-house, agreeable to adjournment, at 10 a. m.

In view of the interruptions and prompting of the witnesses yesterday, the attorney for Mr. Bonesteel made a formal request for the separate examination of the witnesses.

The special agent charged them distinctly and at length upon this point; and repeated his declaration of yesterday, that on the recurrence of a single like instance, he would exclude all but the witness under examination. Some excuses were made but not admitted to change the expressed determination of the special agent. To guard further against the evident influence of Gauthier, by his signs and expression of countenance, on the testimony of the Indians under examination, the arrangement of the interpreters was changed. Instead of sitting together, Mr. Prickett was directed to sit opposite to Messrs. Powell and Gauthier. The witness was then placed with his back to them and his face to interpreter Prickett.

The examination of Samuel Ti-ko, who is an educated Indian, who speaks English remarkably well, and is employed as interpreter in the absence of Mr. Powell, was recalled by the complainants; *and, denying his ability to speak English*, was examined as yesterday through the interpreter.

At 1.15 adjourned to 2½ p. m.—2½ p. m., met agreeable to adjournment.

The following named witnesses were then examined on the part of the complainants, to wit: Wah-pau-nah-nah, Hermon Nebor, and Mah-ka-ta-wa-shet.

A-qua-no-ma, being under examination, one of the chiefs Osh-ke-he-na-niew, loudly interrupted and prompted him, whereupon the special agent promptly closed the examination; and after calling to their recollection his expressed determination of the morning, and declaring that he always kept his word strictly with the people of their race, informed them that he should now do so, and that the witnesses would hereafter be examined separate and apart from the rest. The investigation was then adjourned to the usual hour next morning.

FRIDAY, *April 6.*

The Indians, through their attorney, made many excuses for the conduct of Osh-ke-he-na-niew yesterday, made many promises, and desired the investigation continued as before, in the presence of the rest.

The special agent informed them that he never broke his word, and that their solicitations were therefore entirely useless.

The investigation was continued, on this morning, at the usual hour in the female school-house, the traders being also excluded at the request of the Indians through interpreter Gauthier. Present: the attorneys, interpreters, the notary, and Agent Bonesteel.

The examination of A-qu-a-no-ma, which had been interrupted yesterday, was recommenced and concluded.

In the course of the examination, the attorney general desired the opinion of the special agent upon this point: whether a witness when asked a question, replied upon a different subject, his reply was to be received; stating that it was the practice of the courts in the State of Wisconsin to receive such replies.

The special agent decided, first, that the mode of examination allowed the Indians through their attorney, was more liberal than would be admitted in any court; his sole object being to get at the truth if possible, without interposing technical rules to the admission of evidence; second, that upon the point in question the practice of the courts of Wisconsin was the reverse of all other courts, if the attorney general had stated it correctly; and that the decision of the special agent was, that such answers were entirely inadmissible; that the witness must first give a distinct answer to the question propounded to him, but that afterward he might state whatever facts were in his knowledge upon any subject touching the investigation. That his reason for so deciding was that if a witness were allowed to refuse to answer the question put, and reply upon another subject-matter, questions might be prepared in advance with the witness under the suggestion of which, answers to other matters, totally inadmissible, might be smuggled into the evidence.

SATURDAY, *April 7, 1860.*

Parties present as yesterday.

KE-SHE-NA was examined:

During his examination the witness stated that he went with Powell to Fond du Lac, who told him what their fathers had made would not be lost; the mind of the Americans was strong—like a load; if one team would not pull it, they would put on another. He told Powell he would not recognize the engagements of his ancestors, unless they were of benefit to them. That he, deponent, had told the beginning of the conversation between him and Powell; that this was all the conversation.

The interrogatories of Attorney General Howe, which elicited the above testimony, were avowedly put by him with the object of reproducing the testimony contained in the affidavit of Ke-she-na, accompanying the memorial to Congress, (No. 14.) The attorney general admitted

that the above quoted testimony was nonsense, unless made applicable to some subject-matter of the conversation.

*Decision 1.* The special agent decided that, inasmuch as the witness had sworn that he had given the beginning of the conversation, and the entire conversation, that it could not be admitted as testimony for the purpose intended, to wit: to prove that the United States interpreter, Powell, had interfered with the Indians as the advocate of the traders claims; nor to serve as an argument in support of that charge, since it had no application of itself to any topic of investigation which had been introduced.

*Decision 2.* The special agent likewise decided upon the application of Attorney General Howe, to call a witness to reproduce, for the purposes of the investigation affidavit No. 15, accompanying, the memorial. That the subject-matter of the affidavit was not within the scope of his instructions, which confined the investigation within the official term of Bonesteel, whereas the subject-matter of that affidavit went back to the year 1853, prior to the appointment of Mr. Bonesteel.

Adjourned at 2½ p. m. until 3½ p. m. Met at 3½ p. m. agreeably to adjournment. Same parties present.

Depositions of Wau-pe-ke-knew, Joseph Penasha, Joseph Carron, and Wau-pe-nash-cum, taken.

*Decision 3.* During the examination of Carron, the attorney general, in an effort to reproduce the testimony of the witness contained in the memorial, (No. 21,) failed to obtain from the witness testimony sustaining the allegation in said affidavit, that Leach was living in *illicit* connexion with a Menomonee woman, though the testimony that Leach had said that he intended to leave her, was deemed by the attorney to sustain such an inference.

The special agent decided that the declaration of Leach, of a *paulo post future* intention to desert his wife, was not evidence to support the inference that the cohabitation was illicit, and refused to allow the question to be propounded to the witness: whether Bonesteel knew of the illicit connexion, inasmuch as it was an effort to sustain a charge against him based upon the inference of an inference.

Adjourned at about 8 p. m. until 10 o'clock a. m. on Monday morning next.

MONDAY, April 9, 1860.

Convened pursuant to adjournment, at 10 o'clock a. m.

Carron examined, and deposition taken.

Joseph Gauthier examined, and deposition taken.

Adjourned at 2½ p. m. to 4 p. m.

Met at 4 o'clock p. m. pursuant to adjournment.

John Warrington, Osh-ke-he-nau-niew, and La Motte, examined and depositions taken.

Adjourned at half-past 8 p. m. until to-morrow morning at 10 a.m.

TUESDAY, April 10.

Convened pursuant to adjournment. Same parties as on Saturday. At 10 a. m., examined and took depositions of Talbott Prickett and Mah-mah-ka-wet. Adjourned at half-past 1 p. m. until half-past 2 p. m.

Half-past 2 p. m. met pursuant to adjournment. Same parties present, with the addition of Kershaw, who arrived this morning. Examined and took depositions of Osh-ke-he-na-niew, second and third of Shonion, and of Ignatius Wetzel. After Osh-ke-he-na-niew had been introduced to prove that he had heard a conversation between Powell, the interpreter, and other Indians at the council at which the applications were made for land warrants for service in the Black Hawk war, in which Powell told the Indians that they must swear that a grandchild of the warrior who served was his child, to enable the child to receive the warrant, the attorney general then proposed to introduce *together* six more Indians to prove such conversation.

The special agent refused to allow this, and the attorney general then proposed to examine them separately; the stated object of their examination being to present cumulative testimony to the alleged fact above stated. The special agent decided that he would not allow further testimony of this character to be introduced for the following reasons: That it was incompetent to produce bystanders to prove a conversation, when the *parties to the conversation* themselves were within the knowledge of the prosecution and in their power to produce; that secondary testimony was not admissible when direct testimony could be had.

Wah-no-me-tah, being called and sworn, and not being, from interrogatories put to him by the special agent, acquainted with the consequences of perjury, either temporal or eternal, he was discharged until to-morrow morning, *to be instructed*. No other witness being present, the examination was postponed at half-past 6 p. m. until 9 a. m. the next day.

WEDNESDAY, April 11.

Met pursuant to adjournment, at 9 a. m. Same parties and Kershaw.

Wah-no-me-tah, the Indian unacquainted with the nature of an oath, being sworn and examined upon its obligations, appearing totally unacquainted therewith, was rejected as a witness. The reason of this rejection was, that his admission would present to the Indians an inconsistency in the proceedings which would impair their sense of the importance of the ceremony of an oath, for which they had already exhibited sufficient evidence of disregard. To this was added that the witness was introduced to impeach the accuracy of the interpretation of the United States interpreter, Mr. Powell, by a witness ignorant of the English language, and whose belief in the inaccuracy or false interpretation must have been derived from another; and, further, that all that could be tortured in the imperfect language of interpretation of the testimony of all the witnesses against the accused was insisted upon as the meaning intended, notwithstanding the manifest meaning

was the contrary, and the distorted testimony retained on the notes of the attorney general as evidence, notwithstanding further examination of the witness *proved* that the testimony was different from what he had set down.

In the preliminary examination of the witness offered, which gave occasion for the decision, the same inequitable spirit was manifested, to end which, and as a lesson for the future as well as for the reasons above stated, the witness was refused. Examined and took depositions of O-shaw-wau-kah and Joseph M. Ostroph.

Adjourned at 2 $\frac{3}{4}$  p. m. to 4 p. m.

Met pursuant to adjournment, at 4 p. m. Examined and took depositions of Josiah Slingerland and Eli Williams.

*Rebutting testimony.*

The attorney general here declared the case of the Indians closed, and asked an adjournment to Fond du Lac for the examination of witnesses on two points only, to wit: the market price of flour and of land warrants at certain dates.

The request was granted contingent upon the close of the examination on the part of the defence, and my convenience as to the distribution of the Indian provisions.

No further witnesses being in attendance, adjourned to 9 a. m. to-morrow morning.

THURSDAY, April 12.

Met pursuant to adjournment, at 9 a. m.

Sho-no-nee was introduced as the last witness on the part of the complainants, and being examined refused to be cross-questioned, saying that he came only to say one thing and having said it, would answer no more questions.

Captain William Powell was then examined and his deposition commenced. At 1 p. m. adjourned until 2 p. m.

At 2 p. m. met pursuant to adjournment. Captain William Powell still under examination and deposition continued. At 6 p. m. adjourned until 9 a. m. to-morrow morning.

FRIDAY, April 13.

Met pursuant to adjournment, at 9 a. m. Present as yesterday. Captain William Powell, interpreter, examined and deposition closed. Adjourned at 2 $\frac{1}{2}$  p. m. until 3 $\frac{1}{2}$  p. m.

Met pursuant to adjournment, at 3 $\frac{1}{2}$  p. m. George F. Wright and George Cown examined and depositions taken.

Adjourned at 5 p. m. until to-morrow morning at 10 a. m.



SATURDAY, *April 14, 1860.*

Met pursuant to adjournment, at 10 a. m. Present as yesterday. Examined and took depositions of Charles D. Ambrose, Lewis Goldstucker, and Joseph S. Cavert.

Adjourned at 1 p. m. until 2 p. m.

Met pursuant to adjournment. Examined and took 2 depositions of William Powell.

At 4 p. m., at the mutual request of the attorney for Mr. Bonesteel, Isaac S. Tallmadge, esq., and James H. Howe, attorney general of the State of Wisconsin, as *prosecutor* on the part of the Menomonee Indians, *adjourned* until Friday, at 10 o'clock, a. m., 20th instant, to Fond du Lac, Wisconsin, to take testimony at that point required by Attorney General Howe, on the part of the Menomonees.

FRIDAY, *April 20.*

Met at Fond du Lac pursuant to adjournment. Present: James H. Howe, attorney general, Mr. Isaac S. Tallmadge, esquire. Took deposition of John Marshal, J. A. Page and D. W. Smith.

At 12½ p. m. adjourned until 2 p. m.

At 2 p. m., met pursuant to adjournment. Same parties present as in the morning. Took deposition of William C. Frederick and E. R. Ferris.

Adjourned until 10 a. m. to-morrow morning.

SATURDAY, *April 21, 10 a. m.*

Met pursuant to adjournment. Same parties present as yesterday, *except* Attorney General Howe. Took deposition of Frederick Haas.

Adjourned at 5 p. m. until 7 p. m.

Met at 7 p. m. No one appearing to testify, adjourned to 9 a. m. Monday morning, April 23.

MONDAY, *April 23, 9 a. m.*

Met pursuant to adjournment. Same parties present as on Saturday. No person attending to testify, and Mr. Kershaw on the part of the Menomonees declaring that he had no further witnesses to produce, it was mutually agreed that the deposition of Isaac S. Tallmadge, esq., should be admitted *ex parte* in behalf of Agent Bonesteel, upon the receipt of which the investigation should close.

At 5 p. m., adjourned.

At ten minutes past 6 p. m., left by railroad train for Oshkosh, en route for Keshena, on the Menomonee reserve, in order to distribute the provisions which had all been sent forward to that point from Fond du Lac, on the 26th ultimo; the deposition of Isaac S. Tallmadge being deferred until the return to Fond du Lac, for want of time to take it previous to the departure of the train.

TUESDAY, May 15.

Took deposition of Isaac S. Tallmadge, esq, which closed the investigation of the official conduct of Augustus D. Bonesteel, United States Indian agent for the Menomonee and other Indian tribes.

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*Summary of the testimony in support of the charges made by the Menomonee tribe of Indians, in Wisconsin, against the employés on their reservation, and also of the rebutting testimony produced by them, as exhibited in the several depositions taken at Keshena, or said reservation, under the authority of the Indian department, by Kintzing Pritchette, the special agent of said department.*

## CHARGES AGAINST FREDERICK HAAS, FARMER.

Sam Teho (deposition No. 4) testifies that Haas fed three cows on the hay and bran in the Menomonee barn, some of which bran Haas bought, and some he got from the mill. That part of the flour from the wheat ground at the mill was taken to the house of Haas; that the wheat belonging to the Indians and to Haas was taken to the mill and ground together, and all the flour taken to Haas's house, and all the bran; that he kept a colt, and also a horse, belonging to William Johnson, fed in the same manner; turned out the Menomonee cattle to make room for strangers' horses; knew of eight put in the barn at one time, and fed on Menomonee hay; that when owners did not bring their own oats, they were fed on the Menomonee oats, and that Haas kept a yoke of young cattle of his own in the barn since last winter; that there were three cows there belonging to Mr. Powell, the interpreter. Haas's and Powell's stock were fed on the hay of the Indians; that Haas fed to his hogs almost the whole of one hundred and thirty bushels of corn raised on the Central Farm; that Haas sold some rye raised on the Central Farm; that Haas killed three oxen belonging to Indians; that the tallow was put in a bushel basket and taken to Haas's house; that deponent took one of the hides to Cavert's store by order of Haas; that he knows half a dozen who have traded with Haas; that Haas keeps all sorts of provisions for sale to the Indians; that the wood cut for the school-houses was divided among all the employés in the reservation, and that he made deponent and other Indians employed on the reserve chop wood and take it to Haas's and Powell's.

Mah-ka-ta-wa-shet (deposition No. 5) testifies that Haas fed his cows on the hay of the Indians; that once, by his order, he fed Haas's chickens with corn and wheat; that he once saw strangers' horses fed on hay and oats of the Indians; that he believes all the hay and oats in the Indian barn belong to the Menomonees, and that it is because he so believes that he says he fed the Menomonee hay and oats by order of Mr. Haas; that there is but one pile of hay in the barn; that there is only one place in which oats are kept.

Wau-paw-nah-nah (deposition No. 7) testifies that Haas kept a

cow and colt of his own in the Menomonee barn, and fed on the corn and oats brought from the Central Farm, and also a large number of chickens were kept by him and fed from the same grain; that he kept strangers' horses; that he sent deponent to cut wood, which he hauled to his house, and twice to Powell's, the interpreter; that once in a while Polier, Powell's man, got hay to feed Powell's cows, which he said he was borrowing.

Sam Tiko (deposition No. 8) further testifies that of the meat of the three oxen slaughtered by order of Haas, and divided among the Indians, one-quarter was placed in the granary by order of Haas, and that he does not know what became of it afterwards; that about ten bushels of seed wheat was swept together on the floor of the warehouse, and divided among the employés and fed to their chickens; that since the Indians objected to Haas feeding his horses in their barn, he bought two loads of Hay, but knows of none previously purchased by him.

Joseph Penasha (deposition No. 13) testifies that Haas kept a cow and colt in the Menomonee barn, and fed them on the hay and corn of the Indians; that deponent saw Haas buy hay from Me-shaw-cut and his brother, and pay them for it. This hay was put into the barn with the other hay; that Porlier took hay from the barn and fed it to Powell's cows; that once in a while Haas sent him to cut wood, which he drew to the school-houses and Haas's house; that Haas sometimes sold him provisions at his request; that when he (deponent) was going to plant potatoes, Haas told him to separate the large and small ones, and Haas used to eat the large ones.

Ignatius Wetzel, blacksmith, (deposition No. 20,) testifies that Haas kept the horses of strangers, who stay over night, in the Menomonee barn.

Joseph M. Ostroph (deposition No. 26) testifies that Haas made him sign a blank voucher; that he has seen Haas take money for keeping teamsters' horses in the Menomonee barn; that he saw Haas sell potatoes out of the root-house to the Indians for sugar.

In answer to these charges William Powell (deposition No. 36) testifies that deponent bought two and half tons of hay, which was placed in the Indian barn, which he loaned to Haas for the use of the Indians, which Haas returned to him, and that it was upon this hay so returned that his cows were fed, and also the horse of Mr. Wright; that he borrowed oats from Haas, belonging to the Indians, to feed the horse, and returned it to him; that the corn crop of 1859 was ruined by the frost, and generally unfit for food; that the potato crop generally was also much injured, the potatoes were very small, and not ripe, and that some of the rye was also injured by the frost; that in 1858 Haas sent some wheat and rye, raised on the Central Farm, and had it ground; gave some of the flour to the chiefs, and the remainder was distributed by himself and Haas to the poor of the several bands; that Haas sent surplus of seed rye to the mill, the flour from which deponent distributed to the poor of the tribe, and also the tolls taken for grinding for the whites at the mill; that the three Indian oxen were killed, because they were getting old, in the fall of 1857; the meat was very poor; that it was divided among the

several bands. Some of the beef was left because those entitled to it were not present. He subsequently found some beef in the warehouse, which he thinks was part of the same, and this deponent saw Haas distribute to those who had not received their share. That the wood furnished at his house, by order of Haas, was for the agency office, which was constantly occupied by the Indians during the day, and by those coming from a distance during the night; also, during the payments, wood is brought for the use of the office; that, exclusive of this, the wood brought this year could not exceed six or seven cords; that he purchased his wood for the use of his family; that the seed wheat, swept from the floor of the granary after the time of planting, was about three bushels; that about two-thirds or a half bushel, including the dirt, was brought to him to feed his chickens; that the flour made from the wheat and rye raised on the Central Farm was distributed to the poor, and the potatoes distributed for seed to each band last year; that three hundred and fifty bushels were divided among them, and that Haas could not have taken any away to his own house without the knowledge of deponent; that deponent and Haas have potatoes of their own raising in a separate place in the same root-house in which the potatoes raised for the Indians are kept.

George F. Wright, of Oshkosh, (deposition No. 38,) testifies that he left a horse, belonging to Mr. Johnson, of Peshtigo, with Captain Powell; that Powell said he had hay, but no grain, to feed him; that deponent said he would furnish the grain, and shortly afterwards sent Powell seven bushels of oats to feed the horse; the horse remained in Powell's charge three weeks, more or less.

Louis Goldstucker, the school teacher, (deposition No. 40,) testifies that he has resided with Haas ever since he came on the reserve, some three months; that Haas treats the Indians with the greatest hospitality; that during January and February of the present year they have generally been every day either at breakfast, dinner, or supper, at his table, and frequently stayed during the night; has seen the table set for three or four at once; the average number at his house is one or two daily. Deponent would not feed them as Haas does for \$100 to \$150 per annum; that within the last week he has seen three Indians ask Mrs. Haas for something to eat and she gave it to them.

Fredk. Haas, the farmer, (deposition No. 43,) swears that he has been farmer four years the 18th of July next; received his first appointment from Benjamin Hawkins, United States Indian agent; that his instructions from him were to plough four or five acres for the blacksmith, and the gardens of the interpreter and school teacher, and an allowance of ten acres to cultivate for himself, but has never cultivated, for his own use, over three acres; that he has never received any other instructions in the premises; that the Central Farm contained sixty acres; that during the first year, 1858, of Bonesteel's agency, deponent cultivated the whole of said farm for the common use and benefit of the Indians that in 1859, the said Central Farm was allotted, in separate portions, among twenty families of the tribe, which deponent ploughed and sowed for them respectively; that for the use of the tribe, he cultivated four acres of potatoes, of which the yield was between fifty and sixty bushels, which are now in the root-house on

the reserve, kept for distribution for seed; that in the winter of 1857-'58, eighteen or nineteen yoke of cattle, two cows and a calf, and a pair of horses, all the property of the Indians, were kept in the Menomonee barn; that during the winter of 1858-'59, there were about fifteen yoke of cattle, two cows, and one span of horses, all the property of the Indians, kept in the Menomonee barn, and also a colt of his own, for which latter he bought hay, oats, and some bran, to feed it; that Mr. Wright, of Oshkosh, had a horse in said barn; that William Powell had two and a half tons of hay in the barn at that time, from which the horse was fed, and that Powell supplied seven or eight bushels of oats for his feed; that in the beginning of the same winter Powell had two cows in the barn; that there is no convenient way of keeping the hay separate in said barn; that during the last winter deponent had two cows in the barn, and two belonging to Powell, and from three to fifteen yoke of Indian cattle, and a horse; that during threshing, deponent also kept a pony therein for his use as farmer; that Powell bought three or four tons of hay, from which his cows were fed, and that deponent fed his own cows from hay and bran purchased by himself; that this hay and grain was kept without separation, as in previous years; that travellers' horses have, from time to time, been kept in the barn and generally fed from oats brought by themselves; sometimes deponent has kept them and received pay therefor; that there is no accommodation for travellers within eight miles in one direction and eighteen in the other, except at the reservation; that when there was no grain or hay of his own in the barn, he fed strangers' horses from the common Menomonee stock, and returned, at his own expense, the hay and grain so used; that deponent raised about two acres of corn, in all seventy or eighty bushels, which deponent fed to his pigs, and this was the only corn raised that year; this was of poor quality, owing to the frosts; that in the fall of the year 1858, he sold six bushels of rye belonging to the Indians, for one dollar per bushel, which money he gave to the interpreter, Powell, with which he bought flour for the Indians, and divided amongst the poor of the tribe; and that this was all the rye he sold; that he slaughtered three Indian oxen, at the request of the chiefs, in November, 1857; they were very poor; the beef was divided among the Indian bands, except one quarter kept for the band of Shaw-nano-pe-na-so, which had no representative at the distribution; that a week or ten days afterwards this quarter was distributed to said band; that it is not true that deponent took the tallow and converted it to his own use; that the oxen were in so poor a condition that there was no tallow saved therefrom; that one of the hides was given to the band of Sho-no-nee, another to that of Oshkosh, and a part of the third deponent used in making a harness to be used in the ox frame for shoeing oxen; that deponent sold the hide of a cow of his own to Mr. Cavert, in September, 1857, the meat of which he gave to the Indians; that it is the custom of deponent to furnish wood for the use of the office of the Indian agent and also for his own use; that as a general custom he, deponent, pays for his own firewood; that occasionally, when the hands are unemployed, he has employed them in cutting wood at his own house; that the firewood he purchased



from the Indians and generally paid them ten shillings per cord ; that he has, at the solicitation of the farm hands, sold them provisions, and that he has exchanged potatoes which he bought of the Indians, for sugar for his own use ; that each spring, any excess of wheat or rye left after sowing deponent has sent to the mill to be ground and distributed among the poor of the tribe ; that a year ago last summer, all the wheat raised was spoiled by the "rust."

Chas. D. Ambrose (deposition 41) testifies that the only ox hide he, deponent, ever bought of Mr. Haas, the Indian farmer, was on the 17th of September, 1857, which weighed fifty-five pounds ; that Haas had a cow which died about that time ; that this testimony is founded on an examination of the books of Mr. Cavert, for whom he is clerk ; that Sam Tiko brought the hide to the store, and was in Haas's employ at the time ; that from his books it appears he paid or credited Haas for the hide 5 cents per pound ; that from deponent's observation of the treatment of Haas to the Indians, it was very hospitable ; giving them food to eat when they came to his house. Deponent boarded two weeks with Haas, since which he has been frequently at his house and witnessed the same treatment of them.

The complaints against Mr. Leach, the miller, are as follows : Keshena (deposition 10) testifies that the miller was about during the first winter of Mr. Bonesteel's agency ; that as soon as the mill froze up the second winter the miller went off.

Joseph Carron (deposition 14) testifies that he has worked in the mill ever since it belonged to the Menomonees ; that the first fall Leach came, he left the reserve immediately after the payment of the annuities, and that the mill did not run after he left ; the next spring it commenced running when the Indians were coming out of the sugar bush ; that other persons besides Leach dressed the mill stones ; that Leach does not know how to set the saw ; deponent always set it himself ; that Leach measures lumber when they come for it ; the rest of his time he lies in bed ; that he does not know why the mill was not running when he was there eight or nine weeks ago ; that the dam was frozen over at that time ; that he does not know whether the mill is in repair or not ; that Leach lives with a Menomonee woman ; that they live together as man and wife.

Carron (deposition 19) testifies that his son, Joseph Carron, was discharged from the mill by Leach last fall.

Ignatius Wetzel (deposition 20) testifies that Leach was absent from the reservation a year ago last fall about five months, and that Leach had told him subsequently that he had received payment of his salary for the time of his absence ; that he left in December last year, and returned in February ; that Leach is incompetent as a grist miller ; "that he, deponent, was at the mill, and did not get any flour ; that the mill was out of order, and Captain Powell hired another man to fix the mill ;" that the river was not frozen over until about six weeks after Leach left the first time ; that the mill was started again in that year ; that the mill was run by Mr. Wilkins, the present carpenter ; that he made the affidavit accompanying the memorial of the legislature of Wisconsin to Congress at La Mott's house, on the reservation ; that he had been instructed by the agent not to attend such councils,

but that he did not know there was a council there; that James La Mott came for him, and said the Indians wanted to see him, but did not say for what purpose.

In answer to these charges, William Powell, interpreter, (deposition 36,) testifies that he knows Leach, the miller, and has known him during the whole term of office of Mr. Bonesteel; has visited the mill at different times when Leach has been at work in the grist and saw-mill. He made good flour; is no judge of a mill, but knows that the lumber is good; that upon the representations of Leach that the stones were in such bad order that it required a man who thoroughly understood it, deponent employed Andrews to fix the stones; that Carron was pleased with the flour made by Leach; has frequently visited the mill, and always found Leach at work; when absent, he was informed he had gone to dinner; that, to the personal knowledge of deponent, Leach dressed the mill-stones; that the only exception are, when he employed Andrews, and another instance, when he saw Edward F. Sawyer assist Leach in dressing them.

William Powell (2d deposition, No. 42) testifies that the river on which the mill is freezes over generally between the 15th and 20th of November; that the dam freezes generally a week before the river; that the ice on the river does not remain as long as on the dam.

Letter of Agent Bonesteel, (No. 45 :) "The other point to which I would call your attention is the payment of the miller (Leach) during the first winter of my term of office. The fact in reference to this is, that Mr. Leach obtained a leave of absence, for how long a time I do not now exactly recollect. He was unwell at the time, and this was the main reason for granting him the leave. He was quite ill for some months afterwards, and on recovering his health he resumed his work. I thought it no more than right, under the circumstances, that he should be paid his full salary, and accordingly did so without making a deduction for his lost time. A portion of that time, you will bear in mind, was during the fall and winter, when nothing could be done in his capacity of miller on account of the weather. His other absences have been on leave, and during the winter months, when his presence at the mill was not required, and during which time it could not be run on account of the severity of the weather."

#### CHARGES AGAINST WILLIAM POWELL, UNITED STATES INTERPRETER.

Sam Tiko (deposition 4) testifies that a portion of the bran brought from the mill was taken to Powell's; that three cows belonging to Powell were kept in Menomonee barn, and that Porlier, his man, fed them from Menomonee hay, and that wood cut by the Indians was taken to his house.

Wau-hau-nah-nah (deposition 7) testifies that once in a while Porlier, Powell's man, came and got hay to feed, and told deponent he was borrowing it.

Wau-pe-ke-knew (deposition 12) testifies that Powell gave She-pan-she-co-kien something, which she showed to Tiko, who told her that he (Tiko) did not know it was intended to be eaten; that he had mixed bran with it; that he, deponent, did not ask this woman whether Mr.

Powell gave it to her. She told him she got it at the agency, and it was for this reason that he has said that she got it from Mr. Powell.

Joseph Penasha (deposition 13) testifies that he frequently saw Porlier, Powell's man, take hay from the barn and carry it to where Powell kept his cows.

Joseph Gauthier (deposition 16) testifies that Powell would not interpret to agent complaint against Andrews, the school teacher.

John Warrington (deposition 17) testifies that Powell refused to interpret to the agent complaint against Andrews, the school teacher.

Och-ke-he-na-niew (deposition No. 23) testifies that, on the application of Pe-po-ne-nee for a land warrant, deponent, Mr. Bonesteel, and Mr. Tallmadge were present, Mr. Powell interpreting; that Shone-on and Sho-no-nee told him that Pe-po-ne-nee, jr., was the son of Pe-po-ne-nee, sr.; that he, deponent, was a witness for Pe-po-ne-nee, jr., and that Pe-po-ne-nee is the grandchild of Pe-po-ne-nee, the warrior who served in the Black Hawk war; that he, deponent, swore that Pe-po-ne-nee, jr., was the son of Pe-po-ne-nee, sr., the warrior; that Powell told the Indians they must tell the truth; that if the applicant said he was a grandchild, or over twenty-one years of age, he could not get the warrant; that the widows and children were entitled to land warrants; that grandchildren could not get land warrants, nor persons grown up; that Powell explained the paper to get the land warrant, which he swore to and signed; that Powell told him that the nephews of those who served could not get land warrants.

Mah-mah-ka-net (deposition No. 24) testifies that Mr. Bonesteel, Mr. Tallmadge, and Mr. Powell, interpreters, were present at the council when applications were made for land warrants, when Pe-po-ne-nee, the grandchild of the warrior, made application; that Powell told him they could not effect anything if they said he was the grandson; he must say that he was the son of Pe-po-ne-nee; that Powell told him, Pe-po-ne-nee, that when he swore the Great Spirit heard him, and that he must tell the truth; and asked him if, when he said that his (Pe-po-ne-nee's) father went to the Black Hawk war, he told the truth. Pe-po-ne-nee answered that it was the truth.

Joseph M. Ostroph (deposition No. 26) testifies that he saw Powell put his name to a number of blank vouchers opposite to the printed word interpreter in said blank vouchers.

Shononee, a head chief, (deposition No. 28,) testifies that he swore that Pe-po-ne-nee was the child of the warrior Pe-po-ne-nee—just what he was told to swear; that he came here to swear but one thing, and would not answer any questions.

In answer to these charges, William Powell (deposition No. 36) testifies that he bought hay and oats for his cows, from which they were fed, and replaced the oats used by the horse left by George F. Wright in his charge; that the wood brought to his house was for the agency office, which the Indians frequented, and in which they sometimes slept, keeping up the fire all night; and that he purchased his own wood for the use of his family. That last summer Ma-ma-ka-wet got up in council, and said he wanted to speak about the schoolmaster, Mr. Andrews; that he wanted to tell the agent his

conduct regarding keeping school. He said he was down at Shawano the whole of his time; that upon this deponent interrupted him, saying that he, deponent, wanted him to confine himself to the truth; that he, deponent, was left in charge by the agent at Keshena, and knew better than he (Ma-ma-ka-wet) did; that the schoolmaster was not down to Shawano *all* the time, and that he should not state anything but what he saw with his own eyes, or of which he had personal knowledge; that thereupon Ma-ma-ka-wet sat down and said no more; that after he sat down, deponent told him if he had anything to say to the agent he would interpret for him; and he answered that it was no use, as he (deponent) knew better than he did; that deponent does not remember whether he repeated the conversation to Mr. Bonesteel; he did not do so in council. That when applications were made by the Indians for land warrants, the agent, through him, the interpreter, inquired whether the applicant was a widow or an heir, and was told the number of witnesses which were required, and that a guardian was necessary in the case of a minor child.

George F. Wright (deposition No. 38) testifies that he sent oats to Powell to feed the horse left by him in his case.

Isaac S. Tallmadge, (deposition No. 46,) who aided Mr. Bonesteel in making out applications of Indians for land warrants, states, in detail, the course which was taken; that the Indians should be well informed on the subject, and the information and instructions relating thereto conveyed to them through the interpreter, William Powell.

The charge made in the affidavit of Joseph M. Ostroph is best answered by the blank forms of vouchers in the office of the agent, specimens of which are herewith presented.

From an inspection of these vouchers, it will be seen that there is no printed word "interpreter" thereon, opposite to which he swears he saw Powell place his name.

George Cown, (deposition No. 37,) Joseph S. Cavert, (deposition No. 39,) Louis Goldstucker, (deposition No. 40,) Charles D. Ambrose, (deposition No. 41,) all swear they would not believe Ostroph under oath.

The charges against the schoolmasters, detailed principally by Ostroph, whose credibility is directly impeached by the evidence, it is not deemed necessary to set forth, as they are not now in the employment of the government at the agency, and there is no charge or complaint of any kind from any quarter against the present schoolmaster, Mr. Goldstucker.

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### No. 1.

#### *Deposition of Sho-no-nee.*

STATE OF WISCONSIN, *County of Shawano, ss:*

Sho-no-nee, the head war chief of the Menomonee tribe of Indians, deposes and says: That he is about seventy years of age; that he has attended three payments made by A. D. Bonesteel, United

States agent, in person ; that he knows of no instance, of himself, during these payments, in which money had been taken by force of the Indians; that he cannot recollect that any Indian had told him that he had his money taken away by force ; he had heard Mr. Bonesteel tell the Indians in open council, previous to making the payment of their money, through the United States interpreter, William Powell, that if any of the traders took away their money they should come and tell him ; that he had never made any complaint to Mr. Bonesteel, because he did not believe he would listen to him ; his reason for this belief is, that Mr. Bonesteel had neglected their request to allow them to send delegates to Washington, and in that matter had treated them like children ; that he is the same person who made an affidavit last winter in regard to William Powell and the distribution of his people, and also respecting the conduct of the traders in taking their money from them ; that the affidavit he speaks of was that signed by him (Wintley) with Shonion ; and further the deponent saith not.

Before the signing and witnessing of this affidavit the deponent corrects his statement, and says : That he never heard Mr. Bonesteel in open council, or anywhere else, tell the Indians, through the interpreter, William Powell, that if the traders took away any of their money they should come and tell him.

SHO-NO-NEE, his + mark.

Witnesses :

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn to before me this 4th day of April, 1860.

GEORGE B. EDMONDS,  
*Notary Public.*

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No. 2.

*First deposition of Shonion.*

STATE OF WISCONSIN, *County of Shawano, ss :*

Shonian, being duly sworn, deposes and says : That he has attended three payments made by the United States Indian agent, A. D. Bonesteel ; that the payments were made at the school-house in Keshena ; that Mr. Bonesteel was present ; that a year ago last fall Kahkatuck received his money ; he saw him go out into the street to the store of Cown, an Indian trader, where he saw George Cown, an Indian trader, and his wife, grab Kahkatuck and take his money from him, and that Cown put the money in his pocket, and he heard Kahkatuck ask him to give him back some of it, to which Cown replied that if he would come to his store he would make it right with him. Mr. Bonesteel was not present at this transaction ; he had gone home



to his office. This is the only time he saw anything of that kind. That he and others made complaint to Mr. Bonesteel that their money was taken away by force by the traders, and that Mr. Bonesteel told them they were expected to treat their friends right; this he and others told to Mr. Bonesteel a year ago last fall; Keshena was one of those who told Mr. Bonesteel in his office; the interpreter of what they told him was Mr. Wm. Powell, United States interpreter. He only saw the money taken from the Indians in the instance already stated. He has heard of several persons, since his complaint to Mr. Bonesteel, having their money taken from them by force by traders. Kiamamak had told him that he (Kiamamak) had heard of such a transaction. This took place previous to Mr. Bonesteel being agent. The only person complained of by him and others to Mr. Bonesteel was Mr. Cown, and that he has not known or heard of any other person having taken the money of the Indians by force. That he saw his own daughter give Mr. J. S. Cavert a ten dollar gold piece to pay an account of five dollars due him, and that Mr. Cavert, though requested to return the change, refused to do so, but she was compelled to take calico in change, which his daughter carried out and exhibited to deponent, who told her to keep it. He made no complaint of this transaction to Mr. Bonesteel. That he has never heard Mr. Bonesteel, previous to the payments, tell the Indians that if the traders molested them regarding their money he would attend to the matter. That this transaction by Mr. Cavert occurred since the complaint made by him to Mr. Bonesteel.

SHONION, his X mark.

Witnesses:

JOSEPH GAUTHIER,

TALBOTT PRICKETT,

*Interpreters.*

WILLIAM POWELL, *United States Interpreter.*

Subscribed and sworn before me this 4th day of April, 1860.

GEORGE B. EDMONDS,

*Notary Public.*

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No. 3.

*Deposition of O-ka-ma-sha.*

STATE OF WISCONSIN, *County of Shawano, ss:*

O-ka-ma-sha, being duly sworn, deposes and says: That he is a Menomonee Indian; thinks he is twenty-nine years of age; that he has been present at three Indian payments made by A. D. Bonesteel, United States Indian agent; that he does not know of any difficulty the Indians have had with the traders about money; that he has heard of one with Tash-wau-sa-bone, and no one else; that he heard

this to-day, and at the time of its occurrence, one year ago last fall, from the same person ; that at the time of the payment, a year ago last fall, Mr. J. S. Cavert, an Indian trader, made out his account with him, amounting to forty-nine dollars ; that he, the deponent, put his mark to said paper, stating his account to be that amount, and that said Cavert gave the said paper to Mr. Bonesteel, who paid the said Cavert the said amount of forty-nine dollars ; that the amount due to him, the deponent, was fifty-dollars, and that he received the balance, one dollar, from Mr. Bonesteel ; that he had believed at that time that the amount he owed the said Cavert was about thirty dollars ; that he signed the pay-roll for the fifty dollars due him when Mr. Bonesteel was making the payment ; that he was not present when the money was paid to said Cavert ; that he did not want to sign the pay-roll, because Mr. Bonesteel did not give him his money ; that the reason that Mr. Bonesteel gave him why he did not pay him his money was, that he had an order for it on Mr. Cavert ; when he signed the paper, or made his mark thereto, he knew it was for forty nine dollars ; that he did not know whether his name was upon it, he touched the pen ; that Mr. Cavert cheated him by telling him that all who owed him gave him an order, and that the deponent should give him one ; that he objected, and that it was some time before he could be induced to sign it ; he did not know what Mr. Cavert intended to do with the order ; thought when he signed it that Mr. Cavert intended to cheat him , that he does not know what Cavert wanted with the orders of all those persons which he had said he had obtained ; that he had never seen an order paid at the pay table ; Joseph Wau-ba-nash-cum, a Menomonee Indian, was the interpreter on the occasion of his touching the pen to the paper or order, between him, the deponent, and said Cavert ; that he does not know whether Wau-ba-nash-cum intended with the trader to cheat him ; that Mr. Bonesteel paid him the balance due him, one dollar, in the evening after the payment in the store of Mr. Cavert ; Mr. Bonesteel had no conversation with Mr. Cavert at the time of the payment of the one dollar ; that Mr. Powell, the United States interpreter, was not present ; that he did not ask Mr. Bonesteel for the dollar he paid him. Further deponent saith not.

O-KA-MA-SHA, his + mark.

Witnesses :

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn before me this 4th day of April, 1860.

GEO. B. EDMONDS,

*Notary Public.*

## No. 4.

*Deposition of Ti-ko.*

STATE OF WISCONSIN, *County of Shawano, ss:*

Samuel Ti-ko, a Menomonee Indian, being duly sworn, deposes and says: That he is, he thinks, about 29 years old; that he has worked on the "Central Farm," on the Menomonee reservation, for the most part of the last three years; that Frederick Haas, the farmer, employed him; that Mr. A. D. Bonesteel employed him a year ago this spring, at Fond du Lac, to take care of the horses on the reserve; that he took care of three horses—two belonging to the Menomonees, and one belonging to the farmer, Mr. Haas; that he took care of all the horses for about two months, at the end of which time one of the Indian horses died, and that he took care of the two others; that last fall, after payment, Mr. Haas took away his horse, since which he has had charge of only one horse; that before being employed by Mr. Bonesteel he worked on the "Central Farm;" that the winter before he was employed by Mr. Bonesteel at Fond du Lac, he hauled wood and hay for Haas, and took care of three yoke of cattle during the whole winter, and also of other cattle of the Indians which were brought on to the reserve; does not know the whole number of cattle—a great many were brought before spring; that the only cattle, except those belonging to the Indians, that were kept on the "Central Farm," on the Menomonee reserve, were some cows; that at first there was only one cow, belonging to Mr. Haas, the farmer; that the first cow died, and he afterwards helped to drive up three more belonging to Mr. Haas, one of which was sold soon after: the other two are now on the said "Central Farm;" that they were fed on hay and bran, some of which bran Mr. Haas bought, and some of which he sent him, the deponent, to get from the mill; this was the toll taken at the Menomonee mill; does not know how much bran Mr. Haas bought, and how much he obtained from the mill; he bought of Pah-me-wa-tuck, Pe-quatch-e-na-ni-u, Wa-pa-nah-nah, and She-pah-ke-sick. Mr. Haas had some wheat of his own. That he and "Pat," an employé on the reserve, brought all the bran made at the mill to the barn in the village of Keshena, on the reserve, except a portion that was left at the house of the interpreter, Mr. Powell; that all the bran was fed to the cows belonging to Mr. Haas, and none to the oxen belonging to the Indians. The hay that was fed to the cows was the property of the Indians; that part of the wheat raised on the "Central Farm" was sent to the mill and ground, and the flour put in the Indian storehouse, a sack or two of which, about as often as they went to the mill for it, was taken over by the deponent to Haas's house—the remainder of the wheat raised was taken to the Indian barn; that Mr. Haas raised, himself, about an acre and a half of wheat near his own residence; that the wheat raised by Mr. Haas, together with the wheat raised on a forty-acre lot of the Indians, were both taken by deponent to the mill and ground together, and that he, the deponent, took all the flour so made to the house of Mr. Haas; that he

thinks that the number of bushels raised by Mr. Haas was about eight bushels—that raised on the forty-acre lot about twice as much ; that Mr. Haas took all the bran from the wheat ground at the mill, both of his own and that which he raised for the Indians as their farmer ; that three colts and a horse were kept in the Indian barn during the winter of 1858-'59. The colts were, two of them, spring colts, and the other coming two years. That they were fed on the Menomonee hay and oats that was in the barn ; that two—the spring colts—belonged to Mr. Bonesteel, and were kept all winter ; the third belonged to Mr. Haas. Another colt, a spring colt, was brought in the spring of the same year, and belonged to Mr. Bonesteel. That he does not know to whom the horse belonged which was kept in the Indian barn ; that Mr. Haas told him it belonged to Mr. Powell ; that he afterwards found out that it belonged to William Johnson, an Indian trader from the Chippewa country ; that this horse was taken away in the spring, before the Indians commenced making sugar ; this horse was fed as the others, on the Menomonee hay and oats ; that Wa-pa-nah-nah had charge of the horses. That he knows of the horses of strangers being frequently kept in the barn ; that he has known cases when they were compelled to turn out the cattle to make room for the horses. Once knew of eight horses placed therein at one time ; that they were all fed on the hay of the Indians, and when the owners did not bring oats, their horses were fed on the oats belonging to the Indians ; that he never saw Mr. Haas take money for keeping strangers' horses ; that he, the deponent, once took money from a boy who had a yoke of oxen in the barn—the boy gave him 25 cents ; that Mr. Haas had also given him 25 cents for taking care of a stranger's horse. That Mr. Slingerland often put his horse in the barn, and told deponent he paid for it ; that at one time Mr. Slingerland gave him a shilling for feeding his horse ; that he has received five shillings in all, during three years, from strangers for keeping their horses ; that Mr. Haas has been in the habit of keeping the horses of strangers in the barn during the agency of Mr. Bonesteel ; that he does not know whether Mr. Bonesteel knew of Mr. Haas's keeping the horses of strangers in the Indian barn ; that some cattle and a horse have been kept in the barn since last winter—one yoke belonging to the Menomonees, and two yoke of young cattle belonging to Mr. Haas, which were brought upon the reservation last fall ; that Mr. Haas, when he heard that the Indians did not like him to keep his cattle in the barn, sold one yoke of them to deponent ; this was just after New Year's. That there were some cattle there belonging to Mr. William Powell, the interpreter, who, when he heard that the Indians did not like his keeping them there, took them away ; these cattle were there from last fall until the Indian delegation started for Washington ; the cattle of Mr. Powell were three cows ; that he, the deponent, fed the hay of the Menomonees to the cattle of Mr. Haas and the cows of Mr. Powell ; when deponent did not do it, "Porlier," Mr. Powell's man, fed them from the same hay ; that corn, wheat, and potatoes were raised on the "Central Farm" last year—one hundred and thirty bushels of ears of corn ; that Mr. Haas, the farmer, shut up some hogs and fed almost all of it to them ;

after it was almost all gone, he fed some of it to the Indian cattle; that the wheat was disposed of by Mr. Haas in the manner he has before testified, and that the wheat above spoken of was the wheat raised on the farm *last* year; that Mr. Haas disposed of some of the rye raised last year to a man who lives on the road at the crossing of the river "Embarras;" that he saw the wagon driven into the barn-yard empty, and on its coming out, he saw three bags therein which he supposes was rye, as the man, when he came, told him, the deponent, that Mr. Haas had promised him some rye. He did not see the man pay anything to Mr. Haas for it. That three oxen have been killed on the farm one year ago last fall; that he, the deponent, killed one; that he had gone after the ox which he killed, and on his return the other two had been killed, he does not know by whom; that Mr. Haas directed deponent to kill the ox. That the meat of the three oxen was divided amongst the Indians; that the tallow was put in a bushel basket and taken away by Mr. Haas; that one of the oxen was very fat; that deponent saw Haas's daughter make up the tallow into candles, some of which he sold to deponent, for which he paid the same price he paid in the stores for candles; that he bought at different times of Mr. Haas, and paid him two shillings a pound for them; that Mr. Haas took the amount out of his wages—his wages at that time were one dollar per day; that he saw Oh yah-ye-shaw-poma come out of Mr. Haas's house with candles; that one of the hides is in the warehouse of the Indians, and the other was taken by deponent to Mr. Cavert's store by order of Mr. Haas; that he took it to the door of the store where it was taken in and weighed; that he knows of about a half a dozen who have traded with Mr. Haas; that the said Haas keeps all kinds of provisions for sale to the Indians; that Mr. Haas had told him that he was afraid to sell as the traders had complained of him, and that since that time he has sold to deponent secretly; that Mr. Haas told him, the deponent, that Prickett and Mr. Cavert, Indian traders, had complained of his selling to the Indians; that Mr. Haas told deponent that he had bought wood for the school-houses, and that the wood so alleged by Mr. Haas to be bought for the purpose is divided among all the employés on the reservation; that he occasionally sends deponent and other Indians employed on the reserve to chop wood, and this wood is taken wherever they are out of wood, either to the school-houses, or to Mr. Haas's, or to Mr. Powell's; that "Carrow," the chief, went to Mr. Powell and asked for seed wheat last spring, and that Mr. Powell let him have it; that he cannot name any particular person, but that he knows that Indians went to Mr. Haas for seed wheat, and that they got it; that Mr. Powell divided the seed wheat last spring; this wheat was the wheat sent up to the reservation by Mr. Bonesteel; that Mr. Haas had no wheat the year ago last spring, he had only rye; that Mr. Haas had no seed wheat the last spring, and that he does not know of any one going to Haas a year ago last spring for seed wheat; that Mr. Bonesteel, when he resided on the reservation, had a mare which had a colt the next spring, and that the colt belonging to Mr. Bonesteel, as testified heretofore, is the same colt; that the other colt, as testified heretofore to be the property of Mr. Bonesteel, was brought



on the reservation by Mr. Haas; that Mr. Haas told him it belonged to Mr. Bonesteel; that the third colt named in his previous testimony was bought when deponent was absent; that he knows that this last-named colt as well as the others were Mr. Bonesteel's, for the reason that he took them all down to Mr. Bonesteel, at Fond du Lac, last spring.

SAMUEL <sup>his</sup> + TI-KO.  
mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn to before me this 4th day of April, 1860.

GEO. B. EDMONDS,  
*Notary Public.*

The sheets composing this affidavit were attached together and sealed in my presence at the execution thereof.

GEO. B. EDMONDS.

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No. 5.

*Deposition of Mah-ka-ta-wa-shet.*

STATE OF WISCONSIN, *County of Shawano, ss:*

Mah-ka-ta-wa-shet, a Menomonee Indian, resident on the reserve, being duly sworn, deposeth and says: That he is twenty-one years of age; that he worked on the Central Farm for Mr. Haas the fall before last; that he fed Mr. Haas's cow, by his order, in the Indian barn, on the hay which was called the Menomonee hay; that Mr. Haas never told him that it was his cow; that Mr. Haas's daughter milked the cow; that Ti-ko worked on the farm at the same time; that once, by order of Mr. Haas, he fed his chickens with corn and wheat; that only once he saw horses brought to the Menomonee barn, the horses of strangers, which he fed from the hay and oats belonging to the Menomonees by order of Mr. Haas; that he believes that all the hay and oats in the Indian barn belongs to the Menomonees; that it is because he so believes, that he says he fed the Menomonee hay and oats by the order of Mr. Haas; that there is but one pile of hay in the barn; that there is only one place in the barn where oats are kept; that he worked on the said farm the summer before, and hauled hay to the barn which was cut on the reservation by Indians; that the Indians' cattle in the barn that winter were fed from the same hay.

The deponent says that nobody told him to say what he has been testifying.

MAH-KA-TA-WA-SHET, his × mark.

Subscribed and sworn before me this 5th day of April, 1860.

GEO. B. EDMONDS,  
*Notary Public.*

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

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No. 6.

*Deposition of Herman Nabor.*

STATE OF WISCONSIN, *County of Shawano, ss:*

Herman Nabor, a resident of the village of Shawano, in said county and State, being duly sworn, deposeth and says: That he has been in business, as a country merchant, dealing, among other things, in provisions, from November 1, 1858, until the present time. Was doing business there during the month of January, 1859, and left there during the first week in February of that year; that the deponent sold flour in the month of January in that year from about from six and a half to seven dollars a barrel—small lots at retail might have reached, for the best quality, seven dollars and a quarter per barrel; that he has never known extra winter wheat marked “superfine;” that he has traded in flour more or less for eight years; that the flour sold by deponent in January, 1859, was brought to him from Mayville, Dodge county, Wisconsin, on sleds—the distance from Mayville to Shawano, as estimated by the teamsters generally, is from one hundred and ten to one hundred and twelve miles. Mayville is twenty or twenty-one miles further from Shawano than Fond du Lac; the flour was manufactured for deponent out of grain purchased by himself and partner; that the name of the firm is Nabor & Ruedebusch. That the price of flour frequently fluctuates; the price of flour fluctuated remarkably during that year, which he attributed to the existence of the European war; the price of flour might have fluctuated in Fond du Lac during the month of January, 1859, without the deponent knowing anything about it. That the firm of which deponent is a member sold pork at Shawano during the winter of 1859 at twenty dollars per barrel; that the pork so sold was also brought from Mayville; that his, the deponent’s, partner purchased the pork and flour so sold; that the firm has a store there and a store in Shawano; that the firm pack their pork for sale, and buy only when they are short; that it is the course of the business of said firm to take advantage of the market as to the prices paid.

H. NABOR.

Subscribed and sworn this 5th day of April, 1860.

GEO. B. EDMONDS,  
*Notary Public.*

## No. 7.

*Deposition of Waw-pan-nah-nah.*STATE OF WISCONSIN, *County of Shawano, ss:*

Waw-pan-nah-nah, a member of the Menomonee tribe of Indians, being duly sworn according to law, deposes and says: That he is over twenty years of age; that he worked for Frederick Haas, the farmer, the fall that Mr. Bonesteel, the agent, first came up to the reservation, and worked for him all that winter; that Haas kept a cow and a colt of his own that winter in the Menomonee barn; that the cow was fed on the corn, and the colt on the oats brought into the barn from the "Central Farm;" that there were plenty of Menomonee cattle in the barn, which cattle belonged to the Menomonees, and that the cow and colt were fed from the same corn and oats; that a large number of chickens belonging to Mr. Haas were fed from the same corn and oats daily, from a measure holding about two quarts, during the winter; that horses belonging to strangers were often kept in the barn during that winter; that Haas sent him to cut wood during the same winter, which he hauled to Haas's house; that he hauled wood twice to the house of William Powell, the interpreter, one load each time, by the order of Mr. Haas; that he bought potatoes from Mr. Haas last spring, three bushels, for which he paid him one dollar a bushel; that he paid in sugar; that once in a while "Porlier," Mr. Powell's man, came to the barn and got hay to feed Mr. Powell's cows, and that "Porlier" told deponent that he was borrowing the hay; this was the winter in which Mr. Bonesteel resided on the reservation; that he does not know who the cow which Mr. Haas kept in the barn belonged to; he heard Haas's children call it their cow; that he does not know of Mr. Haas killing his cow before Mr. Bonesteel came on the reserve to reside, and that he did not get any of the meat of a cow killed by Mr. Haas.

WAW-PAN-NAH-NAH, his X mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*WILLIAM POWELL, *United States Interpreter.*JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn before me this 5th day of April, 1860.

GEORGE B. EDMONDS,

*Notary Public.*

## No. 8.

*Deposition of Samuel Ti-ko.*STATE OF WISCONSIN, *County of Shawano, ss:*

Samuel Ti-ko, the witness duly sworn and examined yesterday, being recalled, deposes and says: That the corn named in his deposition of yesterday was fed by Mr. Haas, as testified by him, and that

the hogs so fed went into Mr. Haas's belly ; that he saw him eat some of the pork ; that he helped to kill them, and saw Haas take them into the house. That of the meat of the three oxen mentioned yesterday as having been slaughtered by order of Mr. Haas, and divided among the Indians, one quarter was placed in the granary by order of Mr. Haas, and that he does not know what became of it afterwards. That of the seed wheat mentioned in his affidavit of yesterday as having been sent upon the reservation last spring by Mr. Bonesteel, a portion—he thinks it might be about ten bushels—was swept together in a heap on the floor of the warehouse, and divided among the employés and fed to their chickens ; that the employés among whom it was divided were Mr. Wetzel, the blacksmith, Mrs. Dousman, the teacher, William Powell, the interpreter, and Frederick Haas, the farmer ; that he saw Wetzel, Haas, and Powell carry portions of it away ; that he has seen, of the produce of the farm, potatoes divided among the Indians, also rye, by Mr. Haas ; that he does not know how many potatoes were divided—the Indians got a patent pail full apiece ; that less than a hundred bushels of rye was divided among them—thinks it might have been about fifty bushels ; that the rye was divided a year ago last fall : the potatoes were divided a year ago this spring. That the horse spoken of in his affidavit as belonging to the farmer and kept by him in the Menomonee barn was a pony ; that the horse which is now kept in the barn is one of the pair of horses which were called the Menomonee horses ; one of them died last summer, and that he does not know who the remaining one belongs to. That he knows that Mr. Haas bought two loads of hay for his own use since Mr. Haas heard that the Menomonees did not like him to feed his horses in their barn ; that he knows of none purchased by Mr. Haas for his own use previously. That the bran mentioned in his affidavit of yesterday as having been bought by Haas from the Indians, the daughters of Haas fed to his cows ; that the bran was fed from Haas's house ; that he (the deponent) never fed any of it to the Menomonee cattle. That the third colt which was brought to the Menomonee barn, as stated in his deposition of yesterday to belong to Mr. Bonesteel, was placed in the barn while he was absent making sugar ; that he does not know how long he was absent, but found it on his return ; does not know how many weeks. That he knows no mode of measuring time ; does not measure time by moons ; does not know how long is the time of one moon. That he has been to school ; that it was an English school ; that he speaks a little English, but did not learn it at school ; that he was taught from English books. That he understood the deposition made by him yesterday, when it was read to him by the special agent of the Indian department. That he knows the names of the days in the English language ; that the names are Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday. That he can count ten in English ; that the numerals are one, two, three, four, five, six, seven, eight, nine, ten. That the one hundred and thirty bushels of ears of corn mentioned in his deposition of yesterday as having been raised on the Central Farm and fed out by Mr. Haas to his hogs was white corn, some of poor quality and some that was good ; does not know the proportion of good and poor

corn ; more good corn than bad ; a little of it had not ripened ; that the most part of it was fit for use as food ; that he does not know that any of this corn was stolen after it had been gathered ; that he never told Mr. Haas that any had been stolen. That the reason why he stated that the wheat raised on the Central Farm, and mixed by Mr. Haas with his own, belonged to the Indians, is, that the ground was ploughed and the grain harrowed in by Indians employed and paid as laborers by the farmer, Mr. Haas, for the Indian agent, Mr. Bonesteel. That some rye was sown for Mr. Wetzel, the blacksmith, last year, in the same manner ; thinks about two acres. That the ox hide mentioned in his deposition of yesterday as having been taken to Cavert, the trader's, store, was taken hold of by said Cavert and his clerk, Charles Ambrose, and dragged into the store. That the mare mentioned in his deposition of yesterday, belonging to Mr. Bonesteel and kept in the Indian barn, was brought there in the fall and remained there until spring ; that it was afterwards sold to the priest, Father Menard, who kept it in the barn a short time afterwards ; that Mr. Bonesteel lived on the reserve during the time the said horse was kept in said barn. That he knows the number of baskets of corn raised on the Central Farm, as testified to by him, was one hundred and thirty-one, for the reason that he marked down each basket with a nail on a piece of timber in the inside of the barn at the time it was husked in the barn ; that while under examination as a witness yesterday he went by permission to the barn and counted the marks made as aforesaid.

his  
SAMUEL X TIKO.  
mark.

Witnesses :

TALBOTT PRICKETT, *Interpreter.*

WILLIAM POWELL, *U. S. Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn before me this 5th day of April, 1860.

GEORGE B. EDMONDS,  
*Notary Public.*

The sheets composing this affidavit were attached and sealed in my presence at the time of the execution thereof.

GEORGE B. EDMONDS,  
*Notary Public.*

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No. 9.

*Deposition of A-qu-a-no-ma.*

STATE OF WISCONSIN, *County of Shawano, ss :*

A-qu-a-no-ma, being duly sworn according to law, deposes and says: That he is the head chief of the Menomonee tribe ; that he is thirty years of age ; that the poor and aged people of the tribe were starving this winter ; that there were nine such persons in his band—these



people were his own connexions ; that they subsisted during the winter upon the little they had raised ; that they could not get food to eat, as it used to be, from the warehouse. That before Mr. Bonesteel came some of their provisions used to be kept back and dealt out to them during the winter by their father and Wm. Powell, the interpreter ; that under Mr. Bonesteel the poor got less than they did under former agents ; that a little has been given to the poor this winter ; that sometimes their relations gave them something to eat ; that his two step-mothers got some shorts twice during the winter ; that one of them lived with him, and the other with her daughter ; that he knows of poor in other of the bands ; that it is always the case ; that the condition of the poor has been worse than usual this winter ; that nothing was raised last summer ; that the frost cut off their crops ; that another reason that their condition has been worse is that part of their provisions were not kept back for distribution during the winter as was formerly the custom ; that he knows of nothing distributed last winter from the produce of the farm except what was given to his two step-mothers, which he supposed was the produce of the farm ; that Mr. Powell, the interpreter, told the deponent that he had better speak to the chiefs to send for money to buy provisions ; that the poor were continually bothering him for provisions ; that he told Mr. Powell he would ask them ; that he, deponent, and his uncle, Osh-ke-he-na-niew, went to Mr. Powell, and that they told him that they would speak to the chiefs ; that they talked to other chiefs, who said Mr. Powell had told them the same thing ; that the reason they did not send was because they believed too little would come. That the Indians sent for provisions the year before ; that they sent for three thousand dollars to buy provisions, they sent for this to Mr. Bonesteel ; this amount was agreed upon in council held in the school-house at Keshena. That the white men present at the council were the agent, Mr. Bonesteel, and the interpreter, Mr. Powell. Mr. Powell interpreted ; that the sum of three thousand dollars was the sum agreed upon in council ; that all the chiefs were present. That he had a conversation with Mr. Bonesteel, the agent, at Fond du Lac, a year ago last winter, respecting the money asked for, while on their way to Washington ; that Mr. Gauthier was the interpreter ; that he asked Mr. Bonesteel if he had laid out all the money asked for ; that Mr. Bonesteel answered that it was not all laid out ; that this was all that was said. That at this conversation were Keshena, Wetzel, the blacksmith, and Mr. Gauthier ; that the month in which he went to Washington last year was the " Big Moon," the month before the Indians go into the sugar camps ; that Keshena and Mr. Gauthier and Mr. Wetzel went with him to Washington ; that Mr. Wetzel went no further than Milwaukie ; that provisions had arrived upon the reserve before they left, and that Mr. Powell told them there were only a few loads back ; that he met on his way to Washington two sled loads of flour at Pigeon river, which he supposed was a part of their provisions ; that he thinks he was absent on his journey to Washington about four weeks ; that the provisions had been distributed before he got back ; that there were no provisions distributed when he got back ; that he did not receive any of those provisions when he got back ; that none were received after he returned to the reservation that winter ; that the

names of the nine poor people in his band which were in a starving condition this winter are, Kah-ka-na-nee-yah, Pom-e-pin-ne-yah, Ah-yah-me-tah-mo, Ah-wah-tin, Kee-yat-tah-a-mo, Shay-ship, O-che-kah-kiew, Mah-ne-shay-yah-kiew, Mo-nah-we-nock; that these nine persons are all alive; that he left for Washington the last winter, after New Year's, with Keshena, Orh-ke-nah-nah, Shonion, Gauthier, and their son-in-law Kershaw; that the reason they went to Washington was that when they found no attention paid to their welfare here, they made up their minds to go; that they consulted among themselves about going, and sent also for their son-in-law, Kershaw; that they sent for Kershaw of their own accord; that he thinks it was three weeks before New Year's; that he came at their request; that Kershaw was never here before that time; that he saw Kershaw at the house of the aunt of Kershaw's wife, two years ago, half a day's walk from Portage city, Wisconsin; that the aunt of Kershaw's wife is the niece of deponent; the wife of Kershaw is an Indian woman; the person they sent after Kershaw last winter was Mr. Gauthier, here present; that Gauthier said nothing about sending for Mr. Kershaw; that no white person said anything to them about sending for Kershaw. After Kershaw came they held a council, at which Kershaw was present; that they held council for several days. Mr. Gauthier, here present, was the interpreter between them and Mr. Kershaw; the first council was at "Carrow's" house; that his house being too small, they changed the place, and adjourned the council to the house of Shaw-wa-ne-ke-sick; they held a council also at La Motte's house; they held councils at no other places; that all the houses named are on the Menomonee reservation; that at "Carrow's" house they talked amongst themselves of employing Mr. Kershaw to take them to Washington; and also they talked amongst themselves about some money that was to be taken from them; that they talked about traders' claims, which is what he means by "some money that was to be taken from them;" that it was of this that they talked to Kershaw; that Mr. Kershaw said he would try to take them to Washington; that there was no paper made there (at Carrow's house) by Mr. Kershaw, stating what the traders had said to them about their claims; Mr. Gauthier interpreted the paper; that he signed the paper; that he signed no paper at "Carrow's;" that he was present at the council held at Shaw-wa-na-ne-ke-sick's house; that Kershaw and Gauthier were present; that no white men were present; that they made papers at all the places where councils were held except at "Carrow's;" that Mr. Kershaw made all the papers, and that Mr. Gauthier, here present, interpreted them all to them; the councils at "Carrow's" and Shaw-wa-ne-ke-sick's commenced in the morning and ended at night; the council at La Motte's commenced in the morning and ended late in the night; that he does not know whether Kershaw spoke to them at the council held at the house of Shaw-wa-ne-ke-sick's; that at the council held at La Motte's there were some white men from Shawano; that he does not know the names of any of them; Charles Ambrose, the clerk of the Indian trader, Cavert, was there, and Mr. Ostroph, and Mr. Wetzel was at the council at La Motte's; that he does not know the names of any other white men present; that they spoke about the traders' claims; after they got through their

business they told Kershaw how much they were to pay him, and gave him a paper, stating that they were to pay him \$500. Mr. Kershaw wrote this paper, and Mr. Gauthier, here present, interpreted it to them; the interpreter, Mr. Gauthier, told them it was for five hundred dollars; that the money was for his services in writing the papers, taking them to Washington, and getting the papers in at Washington; that they expected from these papers that traders would be prevented from receiving eighty thousand dollars; that they expected if they prevented it being paid to the traders they would receive it soon; that they expected to receive and bring back with them twenty thousand dollars, exclusive of their annuities; that they intended to ask for that amount "because we are poor;" that they made another paper to be presented to their Great Father at Washington to draw the sum of fifteen hundred dollars to pay the expenses of the delegation to and from Washington, and the five hundred dollars to Mr. Kershaw; that they had expended the most of \$1,000 belonging to them in the hands of Mr. Gauthier in buying provisions and paying the white men who were at the council at La Motte's; that in answer to the question whether they expected to bring back any money, now repeated to him, with the addition whether their expectations of the receipt of twenty thousand dollars at Washington was dependent upon their success in the preventing the eighty thousand dollars from being paid to the traders, he deposes and saith, it was; that they have paid Mr. Kershaw over two hundred dollars; that they agreed to pay Mr. Gauthier nothing but his expenses for going with them to Washington; that they left some provisions for his family during his absence; that they used some of the provisions bought with a part of the thousand dollars heretofore mentioned at the council at La Motte's; that the time of the return of the delegation to Washington, a year ago last winter, was when they began to make sugar; that he had no conversation with Kershaw at the time of his visit above mentioned to the house of Kershaw's wife's aunt.

Further deponent saith, that they had heard on their reservation before they started for Washington, a year ago last winter, that Mr. Bonesteel had received five thousand dollars instead of three thousand, and that is the reason they spoke of it to him at Fond du Lac, as before testified; that he does not know anything of the money which Mr. Bonesteel said in that conversation he had not laid out; that the papers he has spoken of throughout this deposition were the depositions accompanying the memorial from the legislature of this State to Congress; that he did not ask his father, the agent, nor Mr. Powell, the interpreter, to keep back or not to keep back a portion of the provisions for them to use during the winter before last.

A-QUA-NO-MA, his + mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *U. S. Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn before me this 6th day of April, 1860.

GEO. B. EDMONDS,

*Notary Public.*

The sheets composing this affidavit were attached and sealed in my presence at the time of the execution thereof.

GEO. B. EDMONDS,  
*Notary Public.*

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No. 10.

*Deposition of Ke-she-na.*

STATE OF WISCONSIN, *County of Shawano, ss:*

Ke-she-na, a chief of the Menomonee tribe, being duly sworn, deposeseth and says: That there were poor people in his band; that he knows of six who are very poor; that their names, to wit: Na-na-ta-we-o-kiew, O-na-we-kiew, Kah-pash-ka-mo, Ma-chee-ke-queh-wist, Pah-mah-ke-she-co-kiew, an orphan child of eight years of age, Nah-kah-me-co-kiew; that they are widows and single women; that they raised what they could, but very little; they lived this winter on the little corn they raised; that he knows that there are some poor in every band; that the daughter of Na-na-ta-we-o-kiew, named Co-sneyah-kiew, is crippled in the back and can hardly walk; that he knows that they had not enough to eat this winter, because their neighbors gave them a little to keep them alive; that the winter before last he knew of some rye, the product of the Central Farm, divided among these poor—a small bundle, enough to cook twice; that potatoes, about four bushels to each of the small bands, were divided last spring; that there are three small bands in the tribe; that the large bands received their proportion first, and that he did not see how much they got; that his band had received their share before he got there, and he does not know how much his band got; that he does not know that any hay was divided a year ago last winter; that he knows only of the oxen of Showin and Waw-ku-chon kept in the barn a year ago last winter; there might have been more without his knowledge; that a year ago last winter all the chiefs were assembled in the office of the agent, A. D. Bonesteel; that the chiefs consulted among themselves how much they should ask for; that they agreed to ask for provisions to the value of three thousand dollars, the usual amount they had asked for since the agency of Mr. Bonesteel; that after they had agreed, Sho-no-nee said they should ask for five thousand dollars; that Sho-nion told them not to say that; that they asked Mr. Bonesteel, then present, for three thousand, and that Mr. Powell interpreted for them; that is all he knows about it; that he went to Washington a year ago last winter; that he left about the time they were nearly ready to make sugar; that A-quano-ma and Gauthier went with him; that Wetzels, the blacksmith, went with them as far as Milwaukee; that they saw Mr. Bonesteel at Fond du Lac; A-quano-ma asked him, Mr. Bonesteel, if, of the five thousand dollars for provisions, he had laid out the whole of it, and that Mr. Bonesteel answered that he had not; that Gauthier was the interpreter; that

that was all he heard of the conversation between A-qu-a-no-ma and Mr. Bonesteel; that he thinks he was absent on his journey to and from Washington over three weeks; that there was snow on the ground when he returned; some of their provisions had arrived before he left, but that they had not all arrived; that he did not see the provisions distributed; that it was pretty much all eat up before he returned; that the miller, "Sam," has been miller ever since Mr. Bonesteel came; that the miller was absent during the first winter of Mr. Bonesteel's agency; that as soon as the mill froze up the second winter the miller started and went off; that he did not see the miller last fall when he returned from hunting; that he, the deponent, was absent at Washington a little over a month; that he saw the miller on his return; that on Mr. Bonesteel assuming the agency, the tribe objected to the appointment of Mr. Powell, because he did not interpret correctly; that the reason that this is said is because the agent always does different from what they request when Mr. Powell interprets; that Mr. Gauthier did not tell them whether Powell did or did not interpret correctly; that they requested Mr. Bonesteel to continue their old interpreter, Mr. Gauthier, without Gauthier's request to do so; that is the only reason for the request that they made that Mr. Powell should not be appointed interpreter; that the same fall of the appointment of Mr. Bonesteel Mr. Powell and deponent went to Fond du Lac to come up with Mr. Bonesteel with the annuity money; that Mr. Powell asked him who the persons were who objected to his being interpreter; that he told Mr. Powell it was all the tribe who objected; Mr. Powell asked if Carrow was the person who had the most objection; that he told Mr. Powell he did not know; that Mr. Bonesteel never tells them, when he comes to make payment of their moneys, what the amount is which is to be paid them, as was the custom under former agents; that Mr. Bonesteel told them at Fond du Lac, on their way to Washington, that they might tell at Washington all they knew about him, if they would only state the facts; that Mr. Bonesteel told him that it was the first time that he had found out that Mr. Powell had deceived him; that this remark was made by Mr. Bonesteel in answer to their complaint to him about the schoolmaster, which Mr. Powell had not communicated to him; that on their way to Washington, last winter, Mr. Bonesteel had told him that their Great Father at Washington had forbid them to go there unless he sent for them; Mr. Gauthier was present, Mr. Powell interpreted; that he told them last fall and the fall before last, when they requested to be allowed to go to Washington, that he would do all he could to help them, and that when their Great Father gave them permission he would let them know; that Mr. Kershaw was present at the councils in which the depositions attached to the memorial of the State of Wisconsin to Congress were made, and was told that the agent, Mr. Bonesteel, had forbid them from going to Washington; that the whole number of the very poor in the tribe are about seventy; that is all.

KE-SHE-NA, his + mark.



Subscribed and sworn to before me this 7th day of April, 1860.

GEORGE B. EDMONDS,  
*Notary Public.*

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

The sheets composing this affidavit were attached and sealed in my presence at the execution thereof.

GEORGE B. EDMONDS,  
*Notary Public.*

### No. 11.

#### *Deposition of Osh-ke-he-nau-niew.*

STATE OF WISCONSIN, *County of Shawano, ss :*

Osh-ke-he-nau-niew, a second chief of the Menomonee tribe, being duly sworn according to law, deposes and says: That he was present at the council held at Keshena, one year ago last fall; that it first assembled at the school-house, and then went to the office of the agency; that the council asked that three thousand dollars worth of provisions should be sent for; they asked this at the office of the agency of Mr. Bonesteel, their agent; that Mr. Powell interpreted for them.

OSH-KE-HE-NAU-NIEW his × mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WILLIAM POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn to before me this 7th day of April, 1860.

GEORGE B. EDMONDS,  
*Notary Public.*

### No. 12.

#### *Deposition of Wau-pe-ke-kniew.*

STATE OF WISCONSIN, *County of Shawano, ss:*

Wau-pe-ke-kniew, a Menomonee Indian, being duly sworn according to law, deposes and says: That he does not speak the English language; that he understands once in awhile a word; that he does not write it; that they remonstrated with Mr. Bonesteel in council a whole day against the appointment of William Powell as interpreter; that a

member of his own family, the deponent's, is very poor; that her eyes are diseased so that she can only see a little; that her name is She-pau-ke-she-co-kniew; that she lives with deponent; that deponent's wife sent for her to live with them, because she knew she had nothing to live upon; that she is the cousin of his wife; that Mr. Powell told her that there was nothing to divide among the poor last winter; that Mr. Powell told her that after the white folks came to the mill to get their grain ground, perhaps there might be something to give her; that Mr. Powell afterwards gave her something; that she showed it to Sam. Ti-ko, who told her he did not know it was intended to be eaten; that he had mixed bran with it; that he, the deponent, did not ask this woman whether Mr. Powell gave it to her; she told him she got it at the agency, and it was for that reason that he had previously said that she got it from Mr. Powell. And further deponent saith not.

WAU-PE-KE-KNIEW, his + mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WILLIAM POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn before me this 7th day of April, 1860.

GEORGE B. EDMONDS,

*Notary Public.*

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No. 13.

*Deposition of Joseph Pena-sha.*

STATE OF WISCONSIN, *County of Shawano, ss:*

Joseph Pena-sha, a Menomonee Indian, aged over twenty years, deposes and says: That he worked for Mr. Haas, the farmer, when Agent Bonesteel assumed his official duties, commencing with the fall and working all the following winter; that he again worked for him last spring; commenced at the time of ploughing, and worked until "they fire the guns;" that during the first winter Haas kept a cow and colt in the Menomonee barn; that the daughters of Mrs. Haas fed the cow and the colt; that they fed the cow from the corn taken from the big farm; that they fed it from the corn taken from the corn crib; that they fed the colt on the hay in the barn; that deponent assisted in cutting the hay, at which time it was stated that it was for the Menomonees by Mr. Haas; that deponent saw Mr. Haas buy hay from Meshaw-cut and his brother, and pay them for it; and that the hay bought was put in the barn with the other hay; that he does not know how much; this was the first winter he worked for Mr. Haas; that during that winter he saw Mr. Porlier frequently take hay from

the barn and carry it to where Mr. Powell kept his cows; that Mr. Haas used once in a while to send him to cut wood, which he drew to the school-houses and to Mr. Haas's house; that sometimes, while at work for Mr. Haas, he set him to cutting stove-wood for his house; that sometimes Mr. Haas used to sell him provisions at his house; that he, deponent, used to ask him to sell him provisions; that when he, the deponent, was going to take potatoes to plant, Mr. Haas told him to take the small ones and lay aside the large ones; this was last spring; that Mr. Haas used to eat the large ones so laid aside; he used to see them taken from the pile he had laid aside; that Mr. Bonesteel had a mare in the barn the first winter he worked for Mr. Haas; that it was fed on hay and oats; that it was fed out of the same pile of hay heretofore spoken of; that the oats were also taken out of the barn; that he does not know how many acres of oats were in cultivation that year, nor how many bushels of oats were put in the barn; that he does not know how often he cut wood and hauled it to Haas's house. And further deponent saith not.

JOSEPH <sup>his</sup> + PENA-SHA.  
mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WILLIAM POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn to before me this 7th day of April, 1860.

GEORGE B. EDMONDS,  
*Notary Public.*

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No. 14.

*Deposition of Joseph Carrow.*

STATE OF WISCONSIN, *County of Shawano, ss:*

Joseph Carrow, son of the chief Carrow, being duly sworn according to law, deposes and says: That he is twenty-three years of age, he thinks; that he can speak a little English; that he understands some of the words of English; that he has worked at the saw-mill on the Menomonee reservation ever since they (the Menomonees) have had it; the first summer he piled lumber; the next summer he worked as "tail sawyer;" the next summer he worked part of the time as "tail sawyer," and the remainder of the summer, and ever since, as "head sawyer;" that he left off working at the mill last fall, not quite a week after payment of the annuities; that he worked under Samuel Leach about a summer and a half; that the first fall Mr. Leach came he (Mr. Leach) left the reservation immediately after the payment of the annuities; that he (deponent) resided with his father during that winter, about two miles from the mill; that he remembers visiting the

mill three times during that winter, and that the mill was not running when he visited it ; that he (deponent) worked in the mill that fall until it stopped, and that it was not run after Mr. Leach left ; that he does not know when the mill commenced running the next spring, though he (deponent) was there when it commenced ; it commenced after the Indians were coming out of their sugar camp ; that he does not know how much lumber was at the mill when it stopped last fall ; that the last time he (deponent) was at the mill was eight or nine weeks ago ; there was but little lumber there at that time ; that there were plenty of logs at the mill at that time ; the mill was not running when he was there ; when he was there it was about dinner time—about noon ; that Mr. Cown got some lumber from the mill a year ago last summer ; that he does not know the amount, but he should judge about eight hundred feet ; that Mr. Prickett, the interpreter, also got lumber from the mill the same summer ; he cannot tell how much ; that the lumber was sometimes measured out by deponent and sometimes by Mr. Leach ; that there are eight unfinished houses on the reservation, namely: the houses of Shawano, Shaw-yah-po-kah, Ah-yah-she-tah-kah, Ah-pah-she-min, Ka-we-niew, Ka-sho, Hoh-yah-na-mack, Pierre Pe-she-pe kaw, Nah-wau-quah ; that the whole amount of lumber taken from the Indian saw-mill by Mr. Prickett, during the summer before last and last summer, was between twelve and twenty thousand feet ; that Leach lives in the same house with a Menomonee woman, and that he told deponent that he intended to leave her when he left the reservation ; that the deponent knows that they live together as man and wife ; that Mr. Leach has charge of both the Indian grist-mill and saw-mill ; that the millstones were twice dressed last summer—once by a man at Shawano, and once by a man living on the road at the crossing of the Embarras river ; at another time, the summer before last, a man by the name of Wilkins dressed them, and the summer before that a Dutchman dressed them ; when Wilkins and when the Dutchman dressed them Leach was not in charge of the grist-mill ; that he saw Mr. Leach dress them after the time that the man from the Embarras road dressed them ; that when Mr. Leach sets the saw in the saw-mill the saw does not run straight ; that this was when Mr. Leach first came, since which the deponent has always set the saw himself ; that Mr. Leach measures lumber when they come after it ; the rest of his time he lies in his house ; that there is but one saw in the mill—it is a sash saw ; that while he (the deponent) worked as head sawyer, To-kee-she worked as tail sawyer, at one time, and Oh-shaw-au-kah at another ; that there is but one other man employed about the mill, whose business is to pile lumber ; this man is an Indian ; that he does not know why the mill was not running when he was there some eight or nine weeks ago ; that the dam was frozen over at that time ; that he does not know whether the mill is or is not in repair. Further the deponent saith not, except that he understood this deposition when read over to him by the special agent of the Indian department.

JOSEPH CARROW.

Subscribed and sworn to before me this 7th day of April, 1860.

GEORGE B. EDMONDS,  
*Notary Public.*

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

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No. 15.

*Deposition of Waw-pe-nash-cum.*

STATE OF WISCONSIN, *County of Shawano, ss:*

Waw-pe-nash-cum, a Menomonee Indian, being duly sworn according to law, deposes and says: That he does not speak the English language, but understands it a little; that he has been employed within the last three years in selling goods—first for Bigelow, and afterwards for Cavert; that the provisions for the Menomonees last year came just before they went into their sugar camps; that some of the Indians call it the sucker month, and some the spirit month; that the difference in the time that the first provisions came and the last loads was about two weeks; that he was present and aided in the distribution of the provisions which were distributed to his own band; that he saw all the provisions distributed, but only helped to distribute to his own band; that he saw Mr. Powell deliver from the warehouse to each band its proportion of the provisions; that at the time of the distribution the river was frozen over; that the bands distributed among themselves their respective proportions around the warehouse; one of the distributions was made on the ice; that two loads of corn came with the rest of the provisions; that the man who brought the corn said that there was some more back, and that on the last load of pork brought he saw two sacks more of corn; that he counted the sacks of flour to the number of three hundred and fifty, but did not count the remainder; that others who had counted them said there were fifty more; that the provisions were all put in the warehouse on their arrival; that all the corn he saw come was the two loads and the two sacks above mentioned; that there were two horses to each sled which brought the corn; that he bought some flour at Keshena a week before the provisions were distributed, for which he paid three dollars per sack, from a man who had it in a sled in the street; that he paid the money for the flour; that he was present at the council at which Mr. Bonesteel was told the amount of money which they wished expended in provisions; that the amount was three thousand dollars; that the corn he has spoken of was distributed at the same time with the other provisions; that the council at which three thousand dollars was asked of Mr. Bonesteel as the amount to which they wished provisions purchased was held in the school-house; that he knows Eli Williams, a Stockbridge Indian, who lives within half an



hour's walk of the reservation; that he went home with Williams last Friday and stayed all that night, and returned on the afternoon of the next day, (Saturday;) that he did *not* ask Williams to come over and swear for the Menomonees; that he did *not* tell Williams that if he would come over and swear for the Menomonees that Cavert sold liquor, the Menomonees would give him (Williams) fifteen dollars; that he did *not* tell Williams that if he (Williams) would come and swear for the Menomonees against their agent, the Menomonees would give him (Williams) fifteen dollars; that Williams gave deponent liquor to drink, and that he (deponent) was drunk at the house of Williams; that he drank liquor after he came back, from a bottle in his own house, which he bought of Eli Williams.

And further the deponent saith not.

WAW-PE-NASH-CUM, his + mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn before me this 7th day of April, 1860.

GEORGE B. EDMONDS,

*Notary Public.*

No. 16.

*Deposition of Joseph Gauthier.*

STATE OF WISCONSIN, *County of Shawano, ss:*

Joseph Gauthier, being duly sworn according to law, deposes and says: That he went with the Menomonee delegation of Indians to Washington last winter, one year ago; that he left with the said delegation on the fifteenth day of February, 1859, and reached the Menomonee reservation on their return thence on the eighth day of March in the same year; that a portion of the provisions for distribution among the Indians for that year arrived before he left for Washington; that he cannot tell what proportion that about twenty miles from the reserve he met provisions on their way to the reservation; that the teamsters told him that they were Indian supplies; that some time last summer, during a council with the Indians, held with Mr. Bonesteel in the school-house at Keshena, the Indians wished to make a complaint to their agent against Mr. Andrews, who was at that time the school teacher; Mah-mah-ka-wet, speaking for the Indians, wanted Mr. Powell to tell the agent that the teacher, Andrews, was always absent, and did not attend to his school; that Mr. Powell told Mah-mah-ka-wet that he knew better, that he had charge of the employés; and knew better; that he should not say anything that he had not seen with his own eyes; that Mah-mah-ka-wet replied that he had seen with his own eyes that Andrews was always away; that he, deponent, did not hear Mr. Powell interpret the charge against the teacher

during the council; that deponent, to the best of his belief, remained to the close of the council.

That on their way to Washington, a year ago last winter, the delegation visited Mr. Bonesteel, at Fond du Lac. That deponent interpreted a conversation in the railroad cars between Mr. Bonesteel and A-qu-a-no-mee. That A-qu-a-no-mee asked Mr. Bonesteel if he had laid out all the money he had received to buy provisions; to which Mr. Bonesteel replied that he had not laid it all out, but still had some of it on hand. That the amount expended or retained by Mr. Bonesteel was not mentioned in the conversation.

JOSEPH GAUTHIER.

Subscribed and sworn before me this 9th day of April, 1860.

GEO. B. EDMONDS, *Notary Public.*

No. 17.

*Deposition of John Warrington.*

STATE OF WISCONSIN, *County of Shawano, ss:*

John Warrington, being duly sworn according to law, deposes and says: That he is a half-breed of the Menomonee tribe; that he was present last summer at a council held in the male school-house at Keshena; that the chief Mah-mah-ka-wet asked the United States interpreter, Mr. Powell, to interpret to Mr. Bonesteel a complaint against the schoolmaster, Mr. Andrews; that Mr. Powell answered, it was no such thing—he knew better. That this is all that deponent recollects. That Mr. Bonesteel did not know anything about it. That Mr. Powell did not interpret the complaint.

JOHN WARRINGTON.

Subscribed and sworn before me this 9th day of April, 1860.

GEO. B. EDMONDS, *Notary Public.*

No. 18.

*Deposition of La Motte.*

STATE OF WISCONSIN, *County of Shawano, ss:*

La Motte, a chief of a band of the Menomonee Indians, being duly sworn according to law, deposes and says: That he cannot speak the English language. That last fall, having heard a great many of his young men say that the farmer, Haas, did not do his duty, and knowing himself that he did not, he, the deponent, complained to Mr. Bonesteel in council at the school-house, Mr. Powell interpreting, and requested Mr. Bonesteel to send Haas away where he came

from. That he spoke as loud as he could, but that Mr. Bonesteel paid no more regard to him than if he had been a young child. That he heard Wau-ke-chon make the same complaint before he spoke, and that because no attention was paid to him, he, the deponent, spoke. That a year ago last fall the chiefs had a council with Mr. Bonesteel at the agency office, and told him that they wanted three thousand dollars' worth of provisions; that when the provisions were about being taken from the warehouse to be distributed, he thought there was a great deal for three thousand dollars, and therefore told his young men to count it; that they counted seventy-five barrels of pork; that while his band were dividing their share of their provisions, that two of them came and said that they had heard that it was five thousand dollars that had been expended for provisions, and that they thought the amount of provisions was very small for that cost, and that they were taking the count of all that had been distributed to each band; that they did not come back to tell him how much they had counted; that the name of one of the two was Pe-ship-a-co; that when Mr. Hunkins and Mr. Muscowitz were agents for them they used to go with them when they came out of their sugar camps to the traders and tell the traders they must give them ten cents a pound for their sugar; that now it is quite different; that their traders do not keep flour, and that they are compelled to go to Shawano and sell their sugar at five cents a pound rather than starve; that at the time he complained in the council against Farmer Haas, that a soldier, Wau-ba-nas-cum spoke and said, that if the farmer, Haas, was sent away, those Indians who did not belong to the church could have no fields; that Wau-ba-nas-cum did not say that Haas took good care of the cattle; that this was all that Wau-ba-nas-cum said, because the council was all in confusion, and Mr. Bonesteel had risen to go away; that Mr. Bonesteel said nothing in answer to his complaint against Farmer Haas; that he understood that Mr. Bonesteel did make some answer to the complaint, but what it was he does not remember; that because Mr. Bonesteel did not consent to dismiss Haas at once, he, deponent, paid no attention to what he said in reply to his complaint.

That a council was held at his house last winter, at which all the chiefs were present; that there were white people present; the only ones he knew of them were Mr. Gauthier, Mr. Warrington, and "Pony," (Abial Richmond,) and a lawyer named Kershaw; that Mr. Gauthier interpreted when the white people wrote what the Indians talked; that Mr. Kershaw said he was going to talk at Washington—he, deponent, supposes it was about what the Indians got him to write down; that Mr. Kershaw did not say much of anything; that Kershaw told them to keep quiet while he was gone to Washington; that the reason he told them so was that they should make no more papers until they heard what was the effect of those written by him; that what the effect was to be was not clearly explained to them, but he supposed it would be something like taking the lid off a kettle; that they would get something to live upon—money; that they were not certain of getting anything; they told the delegation that if they were listened to they should ask their Great Father in Washington for twenty thousand dollars that year and twenty thousand dollars

the next succeeding year, to be taken out of the interest of their annuity moneys, in addition to their annual annuity payments; that they were to tell their Great Father that they wanted these moneys because their crops had failed, and they were poor; that Mr. Kershaw advised them that they were too quick in acting; that they had a graveyard at Poy-gan already filled up with their dead, and that they had another one here that was fast filling up, and that they should remain here; that he supposes that Mr. Kershaw meant that they should not sell out here, as they had before sold out at Poy-gan; that Kish-kah-na-ka-hom, the brother-in-law of Kershaw, came here and told the Indians, deponent the first, that his brother was a very big lawyer, and that he generally went to the seat of government of the State; that, as near as he could understand him, he further told deponent that Kershaw requested him to tell the chiefs that he, Kershaw, was a very great lawyer, and that Mr. Kershaw told him likewise to tell the chiefs that he was married into the tribe of the Menomonees and considered himself an Indian, and that if they were in trouble and wanted to go to Washington they should send for him, and that he, La Motte, the deponent, told Kish-kah-na-ka-hom that he had better go and tell the chiefs; that Kershaw made papers at deponent's house, at the council there; that all the Indians who were at the council signed their names to one paper; that the other papers were signed by those who made statements of what they knew; that these papers were sworn to by those signing them; that Mr. Kershaw told them they might tell him how they were used by their agent and the employés on the reservation, and that he would write it down and take it to Washington.

That his house where the council was held and the papers signed is on the Menomonee reservation; that Kershaw's brother-in-law lives in sight, across the river; and further deponent saith not.

LA MOTTE, his + mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

WILLIAM POWELL, *United States Interpreter.*

Subscribed and sworn to before me this 9th day of April, 1860.

GEORGE B. EDMONDS,

*Notary Public.*

The sheets composing this deposition were attached and sealed in my presence at the time of the execution thereof.

GEORGE B. EDMONDS,

*Notary Public.*

## No. 19.

*Deposition of Carrow.*

STATE OF WISCONSIN, *County of Shawano, ss:*

Carrow, a head chief of a band of the Menomonees, being duly sworn according to law, deposes and says: That he thinks he is about sixty-seven years of age; that there are six poor families in his band; that he does not know what they lived on; could not see anything that they lived on; that he does not know whether anything was distributed to the poor last winter, for the reason that he lives some distance back on the reserve; that he was at the council a year ago last winter, at which they asked Agent Bonesteel to purchase provisions; that three thousand dollars was the amount they asked to be expended in provisions; that when the provisions came, they found out that it was a good deal for three thousand dollars; that Match-apataw, one of the young men of his band, went away hunting just before payment; that Mr. Cavert, after the payment, called him to the office of Agent Bonesteel, and that Cavert asked the agent to give him the young man's share of the annuity money, and that if on his return he was not satisfied, he would return it to him; that he (deponent) told the agent that he did not think it was possible for Cavert to tell a falsehood, and therefore requested the agent to give the money to Cavert; that Mr. Powell handed Cavert the money, and that the young man came back in the middle of the same winter, and told deponent that he had not received the money from Cavert, and that at the payment this money had been kept back for the young man at the request of deponent; that at the payment deponent touched the pen for this money; that when he touched the pen for the money he understood he had a right to say what should be done with the money on behalf of the young man; that when deponent touched the pen for this money he requested Mr. Bonesteel to put it in the hands of Mr. Powell for safe-keeping, which Mr. Bonesteel did; that of this money he (deponent) took a dollar, which sum the young man had borrowed of deponent. That a year ago last fall, after the time for the payment, he, the deponent, and five others, including their interpreters, Mr. Gauthier and John Warrington, went on the boat with Mr. Bonesteel to Fond du Lac; that they intended to go to Washington; that Mr. Bonesteel sent them to the stores to get clothes, and said they might get ready to go; that afterwards Mr. Bonesteel told them that he would telegraph to Washington to see whether they would be permitted to go, and that Mr. Bonesteel told them that the answer by telegraph was that they would not be permitted to go; that they told Mr. Bonesteel that they were determined to go notwithstanding, and that Mr. Bonesteel said he would write all night to help them; and that he told them he would go with them to the bank and see if they could get money to go; that the banker said that he did not know that they would pay it back; that he lent money to the Stockbridges, and that they had not paid it back; that they told him they would pay it back either on their return or when they got their annuities next fall; that the banker would not let them have the



money, and that thereupon they returned home. That he does not want Mr. Bonesteel to receive any more of their money; that his reason for this is that Mr. Bonesteel had said he would do everything he could to help them to go to Washington, and that he had not seen anything he had done, and also for the reason that they are poor; that they had refused to receive their annuity money that fall, and that it was taken back to Fond du Lac; that the reason why they refused to receive it was because there were four hundred dollars given out of it to one man, and two hundred and seventy-five to another man, out of the twenty thousand dollars annuity money; that Mr. Bonesteel told them in council that the twenty thousand annuity money was less that amount; that Mr. Bonesteel told them the amount they were to receive, and the amount that was missing out of it; that he, the deponent, never said that Mr. Bonesteel kept money back from them; that Mr. Bonesteel told him that the four hundred dollars and the two hundred and seventy-five dollars taken out of their annuity money was taken out at Washington; that deponent remembers the names of the men to whom Mr. Bonesteel told them that the money had been paid at Washington—the one was Gumaer, and the other Fuller; that the payment of this money to those persons is another reason why he has said that he does not want Mr. Bonesteel to receive any more of their money; that the council at which three thousand dollars was asked for of Mr. Bonesteel for the purchase of provisions was held in the agency office; that he (deponent) is the father of Joseph Carrow; that his son was discharged from employment at the mill by Leach last fall; that after their return from Fond du Lac, at the solicitation of Mr. Bonesteel, they received their annuity money, twenty thousand dollars, less the amount of six hundred and seventy-five dollars, which Mr. Bonesteel had told them had been paid at Washington. That because he was not permitted to go to Washington, and his little children had nothing but sugar to eat, he felt as if an iron had been run through him; that it was when they were about to come back from Fond du Lac that Mr. Bonesteel told them that he would write all night to help them. And further deponent saith: That one reason why he said he felt as if an iron had been run through him was because they have not the same liberty to go and come from Washington at their pleasure as they used to do. And further deponent saith not.

CARROW, his X mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn to before me this 9th day of April, 1860.

GEO. B. EDMONDS,  
*Notary Public.*

The sheets composing this affidavit were attached and sealed in my presence at the execution thereof.

GEO. B. EDMONDS,  
*Notary Public.*

No. 20.

*Deposition of Ignatius Wetzel.*STATE OF WISCONSIN, *County of Shawano, ss:*

Ignatius Wetzel, being duly sworn, deposes and says: That he has resided on the Menomonee reservation six years and three months; that he is the Menomonee blacksmith; that he knows Mr. Leach; that he is the miller for the Menomonees; that he has been miller about three years and a half—ever since Mr. Bonesteel has been agent; that a year ago last fall Leach left the reservation, and also last fall; that a year ago last fall he (Leach) left the reservation two or three days after the annuity payments to the Indians; that he (Leach) was absent from the reservation about five months; that about the time Leach left, on the first occasion, he told deponent that he had resigned, and delivered the key of the mill to Mr. Bonesteel; that that was all the conversation he had with Leach at that time upon the subject; that in the month of June or July, the following summer, Leach told deponent he had received his money from October or November until that time, and that he had been reappointed miller, and that Mr. Bonesteel could not help himself; that Leach did not tell deponent why Mr. Bonesteel could not help himself; that this was all the conversation between Leach and himself on this subject; that Leach left about the month of December, last year, and returned in February; that he (Leach) is not a miller; to his knowledge he is not a grist miller; that he (deponent) was at the mill, and Leach run the mill and did not get any flour; that the mill was out of order, and Captain Powell hired another man to fix the mill; that during the absence of Leach the mice had eaten the bolting cloths; that the same man employed by Mr. Powell dressed the millstones; that when Leach came first on the reservation he came as miller; that the mill is on Wolf river, and that the Wolf river was not frozen over until about six weeks after Leach left the first time; that the mill was started again in April of that year; that the mills run about six weeks after Mr. Leach left the first time; that the mills were run by Mr. Wilkins, the present carpenter; that he knows nothing against the agent, Mr. Bonesteel, nor Mr. Powell, the interpreter; but that the farmer, Haas, keeps in the barn all the horses of strangers who stay over night on the reservation. That Joseph M. Ostroph was present at the conversation between deponent and Leach, when Leach told him he had resigned; that Leach was angry at the time; Leach did not tell him with whom, but he was excited. That the conversation in which Leach told him he had all his money for the time of his absence took place at Leach's house; that there was no person present. That he has before seen the printed affidavit accompanying the memorial of this State to Congress exhibited now to him; that he made it at La Motte's house on the reservation; that not much took place at La Motte's house while he was present; that the Menomonee Indians were in council there at that time; that he had been instructed by the agent not to attend such councils, but that he did not know there was a council there; that

Joseph La Motte came for him, and told him the Indians would like to see him; La Motte did not tell him for what purpose; that when he reached La Motte's house he was told why he had been sent for; it was to testify about the miller; that there were some white persons from Shawano; their names are: Richmond, Hiram Wescott, Miller, Johnson, Charles Ambrose, Alexander, Mr. Gauthier; Kershaw and John Warrington were also present; that Kershaw did not address the Indians while he (deponent) was present; that he did not hear him speak to them while he was there; that Mr. Kershaw asked deponent whether he knew the miller was gone, and if he was acquainted with him. Kershaw was engaged in writing the affidavits printed in the above-named memorial exhibited to him. That he was not present at the council held a few days before that time, at the house of Carrow; that a few days before the council at La Motte's deponent was at a council at Shaw-wan-e-ke-sick's house. Kershaw, Gauthier, and Warrington were present at that council. At this council the Indians were speaking to Mr. Kershaw; that Gauthier and John Warrington interpreted between them; the most part of the conversation between them (the Indians and Kershaw) was about the Thompson and Erving claim, and about Haas; that he did not hear Kershaw speak to the Indians; he (deponent) was there only a short time; that he did not tell Haas that Kershaw said anything at either council; that he did not tell Haas that Kershaw had told the Indians at the La Motte council that they were men, and not children, and that if any persons on the reserve displeased them they had a right to turn them off of it, nor any words to that effect.

IGNATIUS WETZEL.

Witness:

L. GOLDSTUCKER, *German Interpreter.*

Subscribed and sworn to before me this 10th day of April, 1860.

GEORGE B. EDMONDS,  
*Notary Public.*

No. 21.

*Second deposition of Sho-ni-on.*

STATE OF WISCONSIN, *County of Shawano, ss:*

Sho-ni-on, the second chief of a band of Monomonees, being duly sworn according to law, deposeth and saith: That he did not sign as a witness the application of Pe-po-ne-nee for a land warrant; that Sho-no-nee and Osh-ke-he-na-niew signed the application of Pe-po-ne-nee for his land warrant.

SHO-NI-ON, his X mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn to before me this 10th day of April, 1860.

GEORGE B. EDMONDS,  
*Notary Public.*

No. 22.

*Third deposition of Sho-ni-on.*STATE OF WISCONSIN, *County of Shawano, ss :*

Sho-ni-on, the second chief of a band of Monomonees, having been duly sworn, deposeth and saith: That Mr. Kershaw wrote an affidavit, which he signed, after last New Year's day, and that he intended to swear in that affidavit that there were *six* poor persons in his band, and not *six hundred*; that he received a land warrant last fall; that he did not get the warrant itself, but one hundred and twelve dollars in money from Mr. Bonesteel—one hundred and ten dollars paid to himself, and two dollars which deponent directed to be paid to Haas for pork, which he owed him for; that the application for his land warrant was made out a year ago last fall; that when he made his application no persons were present but Mr. Bonesteel, Mr. Tallmadge, and Mr. Powell interpreting.

SHO-NI-ON, his X mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*WM. POWELL, *United States Interpreter.*JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn to before me this 10th day of April, 1860.

GEORGE B. EDMONDS,

*Notary public.*

No. 23.

*Deposition of Osh-ke-he-na-niew.*STATE OF WISCONSIN, *County of Shawano, ss :*

Osh-ke-he-na-niew, second chief of a band of Menomonees, having been duly sworn, deposes and says: That he was told by Shonion that he was wanted to testify before the special agent something about a land warrant of Pe-po-ne-nee; that Shonion had told him that he had testified that Pe-po-ne-nee, junior, was the son of Pe-po-ne-nee, senior; that he, the deponent, was present, he thinks a year ago last winter, at a council where applications for warrants were made; that Mr. Bonesteel, Mr. Tallmadge, here present, and Mr. Powell, were present; does not remember any other whites; that Shonion was present, and told Mr. Bonesteel, Mr. Powell interpreting, that the applicant, Pe-po-ne-nee, was the son of Pe-po-ne-nee, the warrior; that Mr. Powell told the Indians in this council that they must tell the truth; that if the applicant said he was a grandchild, or over twenty-one years of age, they could not get the land warrant; that he, the deponent, was a witness for Pe-po-ne-nee; that he swore that

he went with the warrior Pe-po-ne-nee from Green Bay and to the Black Hawk war; that Shonion and Shononee swore also at that council respecting this application of Pe-po-ne-nee; that Pe-po-ne-nee, the applicant, is the grandchild of Pe-po-ne-nee, the warrior; that he cannot reckon the time when Pe-po-ne-nee, the warrior, died, but that it was two years after the Black Hawk war, as he has heard; that he knows the name of the father of the applicant for the land warrant, (Pe-po-ne-nee,) that his father's name was Wau-pon-no; that he thinks that he has been dead about nine years; that he, the deponent, swore that Pe-po-ne-nee, the applicant, was the son of Pe-po-ne-nee, the warrior; that Shonion and Shononee told him that the applicant, Pe-po-ne-nee, was the son of Pe-po-ne-nee, the warrior; that when he swore in the council that he was the son of Pe-po-ne-nee, he did not know that he was not the son; he was brought there and called the son of Pe-po-ne-nee, but that since, by inquiry, he has found out that he was not his son; that at this same council Powell told the Indians that it was the widows and children who were entitled to land warrants; that grandchildren could not get land warrants, nor persons grown up; that Mr. Powell explained to him the paper to get the land warrant, which he swore to and signed. This was the application which was made by Pe-po-ne-nee for the land warrant; that when the boy, Pe-po-ne-nee, presented himself as an applicant for the land warrant, he did not hear Mr. Powell say anything; that Mr. Powell told the Indians in council at that time that the nephews of those who have been to the war could not get land warrants.

The deponent, Osh-ke-he-na-niew, further says that Powell told the Indians in council that if the applicants were adults they could not get land warrants.

OSH-KE-HE-NA-NIEW, his + mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WILLIAM POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn to before me this 10th day of April, 1860.

GEORGE B. EDMONDS,

*Notary Public.*

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No. 24.

*Deposition of Mah-mah-ka-wet.*

STATE OF WISCONSIN, *County of Shawano, ss:*

Mah-mah-ka-wet, a Menomonee Indian, being duly sworn according to law, deposes and says: That he thinks he is forty-five years of age; that he knows Pe-po-ne-nee, a Menomonee Indian; that he, deponent, was present at a council held in the school-house at Keshena a year ago last winter, just after New Year's; that Mr. Bone-



steel, the agent, was present, and Mr. Tallmadge, here present, and that Mr. Powell interpreted; that deponent heard some Indians at that council speak to Mr. Powell about Pe-po-ne-nee; he does not know who they were; that the speaker said that an applicant for a land warrant, named Pe-po-ne-nee, aged over ten years and under twenty-one, was the grandchild of Pe-po-ne-nee, the warrior; that Mr. Powell told them that they could not effect anything if they said he was the grandson; they must say that he was the son of Pe-po-ne-nee; this conversation was held in the council room; that Mr. Tallmadge was writing there at the time; that Mr. Powell was interpreting between Mr. Tallmadge and the Indians at the time; that he heard Mr. Powell tell Mr. Tallmadge that they were applying for Pe-po-ne-nee, a warrior in the Black Hawk war. When the applicant was sworn, Mr. Bonesteel and Mr. Tallmadge asked him whether he was going to apply for his father going to the Black Hawk war, Mr. Powell interpreting; that he answered that he was; that Mr. Powell told him, the applicant, that when he swore the Great Spirit heard him, and that he must tell the truth, and asked him if, when he said that his father went to the Black Hawk war, he told the truth; Pe-po-ne-nee answered that it was the truth; that he, the deponent, knows that Pe-po-ne-nee, the warrior, went to the Black Hawk war; that deponent went with him; that he does not know when Pe-po-ne-nee, the warrior, died; that he knew the name of the father of the applicant, but does not remember it; the applicant's father was not at the Black Hawk war; that he has heard that the boy received the land warrant, but did not see it; that he does not know who told him; that he, deponent, has not drank anything this morning; that he did not hear Powell say to the Indians that none could receive land warrants but those who were either the widows or children of those who had been to the war; that he, deponent, lately went to Powell and asked him to divide the money for a land warrant, belonging to a widow, with the wife of him, the deponent; that Mr. Powell told him that when an Indian warrior had two wives that they should both unite in the application for the warrant for his services; that Mr. Powell did not give him any money for his wife, as he had requested; that Mr. Powell told his wife that if the woman herself who was entitled to the money would come and tell him to give her, the deponent's wife, a part of it, he would do so; that his wife, the deponent's, was also the widow of the person for whose services the land warrant had been given; that he afterwards came to Mr. Powell and told him that he ought not to have told his wife that she was entitled to a part of the land warrant money; that he asked Mr. Powell to go with him to Morse's and become reponsible for him for provisions for the amount of ten dollars, which deponent expected would be paid out of the land warrant money he has before spoken of; that Mr. Powell refused to go with him to Morse's.

MAH-MAH-KA-WET, his + mark.

Subscribed and sworn to before me this 10th day of April, 1860.  
GEORGE B. EDMONDS,  
Notary Public.

Witnesses :

TALBOT PRICKETT, *Interpreter.*

WILLIAM POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

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No. 25.

*Deposition of Talbott Prickett.*

STATE OF WISCONSIN, *County of Shawano, ss :*

Talbott Prickett, a resident of said county, formerly a resident trader on the Menomonee reservation, being duly sworn, deposes and says : That he thinks that a year ago last summer he had a conversation with the United States Indian agent, Mr. Bonesteel, about Mr. Haas, the farmer, trading with the Indians. Deponent and Mr. Cavert, also an Indian trader residing on the reservation, complained to him that Haas was trading with the Indians ; that Mr. Bonesteel assured them, in reply, that he would see that Mr. Haas did not do so any more ; and that subsequently (he thinks it was going down the river) Mr. Bonesteel told deponent that he had spoken to Haas, and told him that if he did not discontinue trading with the Indians he would immediately discharge him. To the personal knowledge of deponent Haas has purchased furs of the Indians with money. This was after the deponent had spoken to Mr. Bonesteel. The deponent thinks the purchase was made by Haas with money left with him by Strauss, a fur dealer, then of Milwaukie, now of Menomonee ; that he, deponent, never told Mr. Bonesteel that he, Haas, bought furs ; that he had but one conversation with Mr. Bonesteel about Haas's trading with the Indians, and that he does not know that Mr. Bonesteel had any knowledge of Haas's trading with the Indians ; that at the Indian councils, previous to the payment of their annuities, he heard Mr. Bonesteel tell the council that if any of the traders took their money away from them, or any other persons did so, they should come and tell him ; that he had no favors to ask of the traders, and none to grant them ; that a year ago last fall, at the payment which he offered to make of their annuities, he, Mr. Bonesteel, told the Indians the sum which he had to pay them, namely, \$19,325 ; that the balance of the \$20,000 annuity had been paid, at Washington, to two persons whom he named to them—Mr. Demars and Colonel Fuller ; that the Indians at that time refused to take the money tendered to them by Mr. Bonesteel in council, saying that some of their money had been spilled on the way ; that the chiefs requested Mr. Bonesteel to allow them to sell some of their lumber to enable them to finish their church ; and further requested Mr. Bonesteel would find some person who would furnish, for lumber, supplies to enable them to finish their church ;

that Mr. Bonesteel asked deponent whether he wanted to purchase any lumber in that way ; that deponent answered that he did ; and that Mr. Bonesteel thereupon told him to make out his, deponent's, bill for lumber to the amount he wanted ; that he, deponent, accordingly made out a bill for lumber to the amount, as he believed, of about twelve thousand feet, which deponent gave to Mr. Powell, who gave it to Mr. Leach, the miller, to saw out ; that deponent furnished supplies to the Indians for completing their church, upon orders of Mr. Powell, from time to time, as they were wanted ; that deponent has not settled this account, and does not know in whose favor the balance lies. This transaction took place a year ago last fall ; that two years ago last winter Mr. Bonesteel let out contracts to different individuals of the Menomonee tribe to get out logs for the mill ; that one of these contracts was so let to an Indian named "Joe Tucker ;" that Joe Tucker bought supplies of deponent to enable him to perform his contract ; and, in the spring of that year, did not receive money enough to pay deponent for the supplies so furnished him ; that Joe Tucker told deponent that he had got out more logs than he had contracted to do ; and that Mr. Bonesteel told deponent that such was the fact, and that if any money came into his hands applicable to such purpose he would pay Tucker for what logs he had got out over his contract. It run along until last fall, when Joe Tucker came to deponent and told him that he had no money to pay him, but that Mr. Bonesteel told him he might sell the lumber manufactured from the excess of logs in his contract, the mill retaining one-half of it to compensate for the sawing. Deponent agreed to take the lumber ; that "Joe" went to the agency office, and that Mr. Powell came over with him to the store of the deponent ; that Powell told deponent that Mr. Bonesteel had directed him to tell him that he could not have all the lumber at once, but might have a little, from time to time, as it could be spared ; and that, after the Indians got through in the fall using lumber, deponent might have all that was left at the mill ; that the deponent agreed to this arrangement, and accordingly got a little, from time to time, as his necessities required, to the amount of some three or four thousand feet ; and that in the fall there was no lumber left at the mill for him to receive ; that Joe Tucker still owes deponent the difference in amount of lumber between what he received as above stated and eighteen thousand feet, the amount due him by Tucker. The orders given deponent were drawn by Powell in favor of Tucker ; that deponent was to allow Tucker seven dollars per thousand to apply on his account ; that there is still a running account between Tucker and deponent ; that when deponent received the lumber last fall he had no settlement with Tucker ; that there was a memorandum in the hands of deponent, given to him by said Tucker, stating that there were eighteen thousand feet of lumber due said Tucker, which memorandum he, the deponent, returned to said Tucker at his request. This memorandum was exhibited to Mr. Powell whenever deponent wanted lumber due Tucker, and Mr. Powell gave him an order in favor of Tucker, and indorsed the amount on the back of the memorandum ; that he authorized the return of the memorandum to Tucker, because Tucker told him that he expected to

be called to be a witness at the present investigation, and wanted to know how much lumber he had received ; that the deponent knows of no instance where the money of an Indian has been taken away by force at the annuity payments ; that he has seen no difference in the manner of making the annuity payments by the present agent and by previous agents.

TALBOTT PRICKETT.

Subscribed and sworn to before me this 10th day of April, 1860.

GEORGE B. EDMONDS,

*Notary Public.*

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No. 26.

*Deposition of Joseph M. Ostroph.*

STATE OF WISCONSIN, *County of Shawano, ss :*

Joseph M. Ostroph, being duly sworn according to law, deposeth and saith : That he has resided three years on the Menomonee reservation the twentieth of last March ; that for the first six months and a half of his said residence he was the school teacher, since which he has been the postmaster. That he was school teacher alone for the first three months of his said residence ; for three months and a half after which he was both school teacher and postmaster ; after which he was postmaster only. That he was present at a council held by the Indians with Mr. Bonesteel, the Indian agent, a year ago last fall ; that at that council the Indians requested Mr. Bonesteel to get for them permission to go to Washington, and that at that time the Indians refused to receive their annuity money. That Mr. Bonesteel, in answer to their request, told the Indians that he would do all in his power to get them permission to go to Washington. That he heard Mr. Bonesteel say, after the council, to some person on the street, whose name is unknown to deponent, that the Indians should not go to Washington while he was agent, in the way they wanted to go ; that he never spoke about this conversation to the Indians, but that a long time after he told it to Gauthier. That at the time Mr. Bonesteel made the remark he has stated, deponent told Mr. Bonesteel that he had better compromise with the Indians and pacify them ; that he, deponent, does not remember whether Mr. Bonesteel did or did not ask his advice on that occasion. That on the same day, or the next day, Mr. Bonesteel called another council ; that deponent was not present at the council, but that Mr. Bonesteel, after the council, told the deponent that the Indians still adhered to their determination not to receive their annuity money. That what he, deponent, meant by telling Mr. Bonesteel, as he has before stated, namely, that he, Bonesteel, "had better compromise with the Indians and pacify them," that he had better compromise with them and pacify them, that they might receive their annuities and not go to Washington ; that the same day Mr. Bonesteel told him, the depo-

ment, that he would do all he could to get the Indians a permit to go to Washington ; that he knows the manner in which the male school has been conducted on the reservation for the last three years ; that he, the deponent, lived nearly opposite to the school-house ; that the children, most all the time, would come to the school-house, and there would be no teacher ; that this has been the case for the last three years ; that for the last three months the schools have been kept pretty well ; before the last three months he has often seen the children and full-grown Indians playing cards in the school-house ; that when the school teacher would come, he came about half-past ten or eleven o'clock ; that he has been frequently at Shawano during the absence of the teacher from the school, at one time a whole week, and has seen the teacher there trafficking, buying and selling lumber and bricks, and in painting, and electioneering for two whole weeks ; that the only one time, at which time he kept his school properly, and opened it at nine o'clock, was last summer, when Mr. Bonesteel was on the reservation ; that the time each year in which the school was kept would make two months ; that during these three years Dr. Wiley kept the school part of the time, and the rest of the time it was kept by Mr. Andrews. That last fall, about the month of December, he, the deponent, presented a bill to Mr. Haas, at his request, for glass, putty, nails, and candles, and other things furnished by deponent from his store to Samuel Leach, the miller, for the use of the mill ; that Mr. Haas gave him, the deponent, a blank voucher to sign, no amount filled up in the voucher ; that deponent objected to sign it for that reason, but nevertheless did sign it ; that Mr. Haas said he had not time to do it, that he was in a hurry to go to Fond du Lac for the money ; that this took place in the evening, and that Haas left next morning ; that the amount of this bill was between nine and ten dollars ; that Leach, the miller, left the reservation a year ago last fall, in November ; that he heard Leach say at the house of the blacksmith, Ignatius Wetzel, the day before he left, in the presence of Wetzel and his wife, that he had resigned ; that Leach came into his, deponent's, store the day after, and told him, the deponent, the same thing, and called Mr. Bonesteel all sorts of names, and that when he went to Chilton he was going to "fix him ;" "that there was a man there above Mr. Bonesteel, who held him by the hair ; that he was going to 'salt down Mr. Bonesteel ;'" that Mr. Leach was angry ; that he said Mr. Bonesteel had insulted him, and that he had resigned ; that he does not remember that Mr. Leach told him how Mr. Bonesteel had insulted him. That Mr. Leach returned to the reservation the following March, and told deponent that he had been re-appointed. That he, deponent, received the amount of his bill against the mill in full from Mr. Haas on his return from Fond du Lac ; that deponent did not see the voucher previously signed by him in blank at the time he was paid, and has never seen them since ; that the last spring Mr. Bonesteel came into office he, the deponent, saw William Powell put his name to blank vouchers (over a dozen) opposite the printed word "interpreter" on the vouchers, and that on these vouchers so signed there was no other writing. That Mr. Bonesteel, two years ago, came to the post office and told deponent, then post-



master, that if a letter came to his office addressed by Mr. Slingerland, the Stockbridge minister, to the Commissioner of Indian Affairs, to retain it; that no letter came, but about two weeks afterwards a letter came, and that he, deponent, retained it, because there were only three cents paid upon it; that subsequently he, deponent, saw Mr. Slingerland, who paid him three cents more, and he transmitted it to the distributing office at Chicago. That he, deponent, has seen Haas, the farmer, receive six shillings from a teamster for his board and lodging, and four shillings for oats and hay to his horses, kept in the Indian barn. Deponent saw the money paid and received in Haas's house. That he has seen Haas, the same year, namely, a year ago this spring, sell potatoes out of the "root-house" to Indians for sugar. That Haas told him, deponent, that he had sold twenty bushels of the potatoes belonging to the Indians for sugar; that he told deponent that he was going to Shawano to get potatoes to replace them; that whether he did or did not replace them he does not know. That he, deponent, complained to Mr. Bonesteel, at Fond du Lac, that Haas was trading with the Indians; that he made this complaint because he, deponent, had moneys due him by the Indians for goods furnished from his store, and that he could not get his money from the Indians when Haas got it. That when Mr. Bonesteel discharged him, deponent, as school teacher, he gave him, deponent, a written license to trade with the Indians, for which deponent paid Mr. Powell twelve shillings; that he believes it was a license to trade for one month; that he never had this license renewed in writing; that deponent has traded with the Indians ever since; that at the expiration of his written license he, the deponent, asked Mr. Bonesteel to give him another license; that Mr. Bonesteel told him he would not require a written license as long as he, deponent, remained decent. That Mr. Bonesteel told him, deponent, at Fond du Lac, when he complained of Haas's trading, that he was jealous of him, because he was making a little money. That while he was keeping school he did not keep store. That he had been hired by Mr. Huebschman as school teacher for two years, and that Mr. Bonesteel discharged him "without any cause or provocation;" that deponent was angry at being discharged, but that Mr. Bonesteel promised to allow him to trade with the Indians; that this trade is not as profitable as teaching school; that he was not angry at this, but might have given him a "cuss" or two sometimes; but that he never spoke to the Indians about him ill, but rather in his favor. That the reason that the Indians refused to receive their money the year ago last fall was because there was a deficiency in the amount. Mr. Bonesteel told the Indians of this deficiency in council; that Mr. Bonesteel told them how much had been kept out, and how much he had to pay them. That Dr. John Wiley was the first school teacher appointed for the Menomonees after deponent was discharged; that Wiley taught little over a year—a year and a half perhaps; that Wiley resided on the reserve next to the school-house; that Teacher Wiley was a good deal of his time at Shawano, and, when on the reserve, did not teach all the time, and opened the school, when he did teach, at about ten or eleven o'clock; that no cards were played in the school-house while

Wiley was teacher; Orlin Andrews was the next teacher; it was during his time that cards were played in the school-house; that Andrews taught over a year—thinks he left last December; Mr. Bonesteel discharged him. That he, deponent, wrote a letter to Mr. Bonesteel, about two months back, telling him that when another agent was appointed he, deponent, would get the school back “in spite of him,” or “no thanks to him;” that he, deponent, had been always on his side privately and publicly with the Indians and others; that he also wrote in that letter that he, the deponent, did not think he, Bonesteel, was the man who had signed a paper against him to the Postmaster General. That Mr. Bonesteel did not ask him, deponent, to see the letter of Mr. Slingerland, which he, the deponent, had kept back in his office for deficiency in the postage, as he has before stated; this letter, to the best of his recollection, was deposited in the post office a year ago last summer; that he does not recollect the month. That Mr. Bonesteel came to him, after he was discharged as school teacher, and brought with him the marshal from Fond du Lac, and said to deponent that he should have the school back, and took the marshal to witness that he would keep his promise. That deponent wrote to Mr. Bonesteel, stating to him that Mr. Slingerland had posted a letter against him, Bonesteel, to the department at Washington, and asking Mr. Bonesteel, in that letter, whether he, deponent, should retain it; that deponent received no answer from Mr. Bonesteel to this letter; that there was no letter in the office at that time; that he, deponent, wrote the letter merely “to catch Mr. Bonesteel” in his attempt to seduce him, the deponent, three months before, from the duties of his office, in asking him to retain a letter from Slingerland; that he, deponent, does not remember anything more of the contents of his letter to Mr. Bonesteel. The letter of Mr. Slingerland, that he testified he retained for the postage, was detained until the following mail after it was posted; that he knows it was from Mr. Slingerland from the handwriting of the address. That he has frequently received from the postmaster at Shawano the mail for his, deponent’s, office; that the last time he thus received the mail for his office was about two months ago, more or less. That deponent, as postmaster, distinguished between letters addressed to the department at Washington, as to whether they are on public or private business, by his personal knowledge of the writers, or by the words “official business” marked thereon; if not so marked, or if he does not know the writer, he retains them for want of payment of the postage; that if the letter is marked on “official business,” he, the deponent, transmits such letter, whether he knows the writer or not. That the affidavit of the deponent, exhibited to him, printed in the pamphlet containing the memorial of this State to Congress, and numbered therein “27,” was made by deponent at the house of La Motte, the Menomonee chief; that the Indians were engaged there making statements, which were put down by Mr. Kershaw, Gauthier interpreting; that at the next time he, the deponent, was at La Motte’s house, he, the deponent, saw the Indians signing affidavits read by Mr. Kershaw, and interpreted piece by piece to the Indians; that deponent did not see any alterations made by Mr. Kershaw in the affidavits during

their interpretation to the Indians; that he only heard the Indians say "yes;" that, at the first council at La Motte's, the Indians said to Mr. Kershaw, through their interpreter, Gauthier, that they wanted him to go to Washington with them and do good for them, and heard Mr. Kershaw say that he would go with them and help them to see the Commissioner, and try and do all he could for them, and protect their money, "what Thompson claims," and to try and get provisions for them; that, at the second council at La Motte's, he did not hear Kershaw address the Indians, nor at any other place; that he never heard Wetzel nor any other person, Indian or white man, say that Kershaw had addressed the Indians.

And the deponent further says that the letter which he has heretofore spoken of as having been written by him to Mr. Bonesteel last month, telling him therein that when another agent was appointed, he, the deponent, would have the school back again, "no thanks to him," that he, the deponent, wrote this letter to Mr. Bonesteel because he had so often "fooled him" in frequently promising him to reappoint him teacher; and that but for these repeated promises of Mr. Bonesteel he, the deponent, would long ago have left the reservation. That he, deponent, has never had any assurances from any person that he should be reappointed teacher when another agent was appointed; that Mr Bonesteel told him, deponent, in conversation, that he could not reappoint him teacher, because Mr. Powell had told him that if he did reappoint him Mrs. Dousman, the female teacher, "would be mad;" that another time Mr. Bonesteel told him, the deponent, last summer, that it had been reported to him that he, deponent, had sold liquor to the Indians, which deponent denied, saying that he had not given liquor to Joseph La Motte, as Mr. Bonesteel told him he had been charged.

JOSEPH M. OSTROPH.

Subscribed and sworn to before me this 11th day of April, 1860.

GEO. B. EDMONDS, *Notary Public*.

The sheets composing this deposition were attached and sealed in my presence at the time of the execution thereof.

GEO. B. EDMONDS, *Notary Public*.

APRIL 11, 1860.

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No. 27.

*Deposition of O-shaw-wau-kah.*

STATE OF WISCONSIN, *County of Shawano*, ss:

O-shaw-wau-kah, an Indian of the Menomonee tribe, being duly sworn according to law, deposes and says: That he has received a land warrant for the services of his father in the "Sacs war;" that he received it last fall after the annuity payment; that he did not

get the warrant itself, but the money for it from Mr. Bonesteel; the amount he received for it was one hundred and ten dollars; that Mr. Bonesteel paid him at first thirty-five dollars; that Mr. Bonesteel paid Mr. Cown forty-five dollars; that he did not ask Mr. Bonesteel to pay it; that he told Mr. Bonesteel that he wanted more than the thirty-five dollars he had given him; that he wanted it to pay his debts to Mr. Cown, the trader; that thereupon Mr. Bonesteel stepped to the door of the agency office, and called to Mr. Cown who was standing in the road; that Mr. Cown came into the office, and that Mr. Bonesteel asked deponent how much he wanted to give Mr. Cown; that he told Mr. Bonesteel that he wanted to pay Mr. Cown forty-five dollars, whereupon Mr. Bonesteel gave Mr. Cown forty-five dollars; that he received his money after payment and before the river froze over; that he does not know that Mr. Powell paid him two dollars and a half in addition to the one hundred and ten, received by him for his warrant; that Mr. Bonesteel did not tell him the price that warrants would bring at that time, nor does he remember that Mr. Powell told him the price that warrants would bring at that time; that Mr. Bonesteel did not hand the forty-five dollars paid to Cown to deponent, and that deponent did not himself hand it to Cown. And further deponent saith not.

O-SHAW-WAU-KAH, his X mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn to before me this 11th day of April, 1860.

GEO. B. EDMONDS, *Notary Public.*

No. 28.

*Deposition of Sho-no-nee.*

STATE OF WISCONSIN, *County of Shawano, ss:*

Sho-no-nee, a head chief of a Menomonee band of Indians, having been duly sworn according to law, deposes and says: That he knows Pe-po-ne-nee; that he was at the council where his papers were made out for him to receive a land warrant; that Mr. Powell interpreted; that he, deponent, was sworn and touched the pen for Pe-po-ne-nee; that he stated what relation the applicant was to the warrior Pe-po-ne-nee, just what was told him to say; that he said Pe-po-ne-nee was the child of the warrior; that he, deponent, came here to say but one thing, and that he would not answer any more questions.

SHO-NO-NEE, his X mark.

Witnesses:

TALBOTT PRICKETT, *Interpreter.*

WM. POWELL, *United States Interpreter.*

JOSEPH GAUTHIER, *Interpreter.*

Subscribed and sworn to before me this 12th day of April, 1860.

GEO. B. EDMONDS, *Notary Public.*

No. 29.

*Deposition of William C. Frederick.*STATE OF WISCONSIN, *County of Fond du Lac, ss :*

William C. Frederick, being duly sworn, deposes and says: That he resides in Oshkosh, and has been a resident therein for the last three years; that his business for that time has been flouring—that is, making flour and merchandising; that on the first day of February, one thousand eight hundred and fifty-nine, the selling price at wholesale was two dollars and sixty-two and a half cents per sack; that on the fourth day of the same month the deponent sold thirty-two sacks of “superfine spring wheat flour” at two dollars and twenty-five cents per sack; that on the sixteenth day of February, in the same year, he sold six sacks at two dollars and sixty-two cents per sack; that on the twenty-fourth day of February the firm of which deponent is a partner sold to him, deponent, one hundred sacks of flour at two dollars and sixty-two cents per sack; that deponent purchased twenty-four sacks from other parties at the same date, at the same price.

WILLIAM C. FREDERICK.

Sworn and subscribed before me this 20th day of April, 1860.

J. S. TALLMADGE,

*Notary Public, Fond du Lac County, Wisconsin.*

No. 30.

*Deposition of E. R. Ferris.*STATE OF WISCONSIN, *County of Fond du Lac, ss :*

E. R. Ferris, being duly sworn, deposeth and saith: That he has resided in Fond du Lac for twelve years; that he has been engaged in the grain and flour business during the year eighteen hundred and fifty-nine; that about the first day of March, in said year, he sold flour at three dollars and a quarter per sack, wholesale and retail; that he, deponent, could not buy at that price; that the price of flour rapidly advanced after the date aforesaid to the price of four dollars per sack.

E. R. FERRIS.

Sworn and subscribed before me this 20th day of April, 1860.

J. S. TALLMADGE,

*Notary Public, Fond du Lac County, Wisconsin.*



## No. 31.

*Deposition of J. A. Paige.*STATE OF WISCONSIN, *County of Fond du Lac, ss:*

J. A. Paige, a resident of Oshkosh, in said State, being duly sworn, deposeth and saith: That he has resided in Oshkosh for four years from the first day of May next; that he has been engaged in general business—that of dry goods and provisions. The cost to deponent on the eighteenth day of January, eighteen hundred and fifty-nine, of heavy mess pork, delivered at Oshkosh, was sixteen dollars and sixty-six cents; that on the thirtieth of March, in the same year, the cost price, delivered at Oshkosh, was eighteen dollars and sixteen cents; that he, the deponent, estimates the profit at about one dollar per barrel for pork during the periods above mentioned; that he, deponent, does not know the price which he asked for pork during the period aforesaid; that on the nineteenth day of January, in the same year, deponent paid for flour, delivered at his store in Oshkosh, two dollars and twelve and a half cents; that the price at which deponent sold flour at the dates above mentioned was about one shilling advance on the said price; that on the eleventh and fourteenth of the month of February, in the same year, the price paid by deponent for flour, delivered in deponent's store at Oshkosh, was two dollars and sixty-two and a half cents per sack; that on the twenty-eighth day of February, in the same year, deponent paid for flour two dollars and seventy-five cents per sack; that on the second day of March, in the same year, the same price was paid for flour by deponent; that on the twenty-eighth of the same month and year deponent paid for flour two dollars and eighty-seven cents per sack; that the quality of the flour respecting which he testifies was "extra superfine flour," made from "spring wheat."

JOHN A. PAIGE.

Sworn and subscribed before me this 20th day of April, 1860.

J. S. TALLMADGE,

*Notary Public, Fond du Lac County, Wisconsin.*

## No. 32.

*Deposition of John Marshall.*STATE OF WISCONSIN, *County of Fond du Lac, ss:*

John Marshall, being duly sworn according to law, deposeth and saith: That he is in the grain and provision business; that he was engaged in said business in the month of January and February, in the year one thousand eight hundred and fifty-nine. On the 18th January the price of superfine flour, generally called "poor-house flour,"

at which deponent sold, was two dollars and thirteen cents per sack ; at that time the best white winter wheat flour was selling at two dollars and seventy-five cents per sack ; that the best spring wheat flour was selling in Fond du Lac at two dollars and twenty-five cents per sack ; that on the seventeenth day of February the price was for the best spring wheat two dollars and sixty-two and a half cents per sack ; the price on the twenty-first was three dollars and one shilling ; that until the first day of March flour rose about one shilling higher ; that the price of flour did not fluctuate beyond that price during the month of March materially.

JOHN MARSHALL.

Sworn and subscribed before me this 20th day of April, 1860.

J. S. TALLMADGE,

*Notary Public, Fond du Lac County, Wisconsin.*

No. 33.

*Deposition of D. W. Smith.*

STATE OF WISCONSIN, *County of Fond du Lac, ss :*

D. W. Smith, being duly sworn according to law, deposeth and saith : That he resides in Fond du Lac, Wisconsin ; has resided therein since the fall of eighteen hundred and fifty-two ; has been engaged in the grocery and provision business and staple dry goods business ; that from the last of February until the first of March the market price of flour in the street was from three dollars to three and a quarter dollars per sack ; the price of flour fluctuated during that period ; that on the eighth day of February the deponent purchased flour at two dollars and seventy-five cents per sack ; that on the fifteenth of the same month he purchased flour at three dollars per sack, and on the twenty-fifth and twenty-eighth at three dollars and a quarter per sack.

D. W. SMITH.

Sworn and subscribed before me this 20th day of April, 1860.

J. S. TALLMADGE,

*Notary Public, Fond du Lac County, Wisconsin.*

No. 34.

REBUTTING TESTIMONY.

*Deposition of Jeremiah Slingerland.*

STATE OF WISCONSIN, *County of Shawano, ss :*

Jeremiah Slingerland, minister of the Gospel on the Stockbridge reservation in said State, being duly sworn, deposeth and saith : That he has resided on the Stockbridge reservation, in said State, for a little

over two years; that he is the only person of his name who officiates as minister of the Gospel on said reservation, or has officiated there in that capacity during his residence; that to his knowledge he has never written a letter since he has resided there addressed to the Commissioner of Indian Affairs or to the Indian department, directly nor indirectly; nor has he any recollection of ever having during that time addressed or directed any letter or package to the Commissioner of Indian Affairs or to the Indian department in his own handwriting for any other person; that, to his recollection, he never placed or caused to be placed in the post office, at Keshena, on the Menomonee reservation, any letter or package so addressed; and that to his recollection he never ascertained that a letter posted by or for him in said post office had been kept back because the postage had not been paid in full, and upon which he paid to the postmaster, Joseph M. Ostroph, three cents additional for its transmission; that his testimony hereinbefore given, as to the letters or packages spoken of, is intended to apply to the time he has resided on the Stockbridge reservation, and to the period that Joseph M. Ostroph has been postmaster at Keshena, on said Menomonee reservation; that he has not during that time addressed any letter or package to any department of the government at Washington, to the best of his recollection.

JEREMIAH SLINGERLAND.

Subscribed and sworn to before me this 11th day of April, 1860.

GEORGE B. EDMONDS,

*Notary Public.*

I certify that the word "two" which appears to be altered, in the seventh line on the first page of this deposition, was altered previous to the execution thereof; also the words "nor indirectly" were interlined previous to the execution of this deposition, on the fourteenth line thereof.

GEORGE B. EDMONDS,

*Notary Public.*

APRIL 11, 1860.

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No. 35.

*Deposition of Eli Williams.*

STATE OF WISCONSIN, *County of Shawano, ss:*

Eli Williams, an educated Indian of the Stockbridge tribe of Indians, being duly sworn according to law, deposes and says: That he resides on the Stockbridge reservation in said State; that he has resided therein a little over three years; that he knows Joseph Wa-pau-nash-cum, a Menomonee Indian; that he last saw him on Friday last, on the road a little this side of Mr. Prickett's; that at that time Wa-pau-nash-cum went into Mr. Prickett's house, and that he, deponent, came on to Keshena; that deponent next saw Wa-pau-nash-cum at his house near

the church which is in Keshena; that he, deponent, went into his house with him; that he, deponent, was only a few minutes in Wa-pau-nash-cum's house; that deponent left his house, and that on his way home, in company with Darius Charles and two women, Wa-pau-nash-cum overtook deponent a little way beyond the village of Keshena and went two-thirds of the way to his, deponent's, house, with him; that Wa-pau-nash-cum then got out of the wagon in which they were riding together, where there were some Menomonee Indians a little piece from the road, and that deponent then went on home, leaving him there; that the same night, after midnight, Wa-pau-nash-cum came to deponent's house and stopped there all night and left in the morning; that during the night, soon after he came, he asked deponent whether he knew anything about the spilling liquor in the back room of the store of Cavert, the Indian trader, at Keshena; that deponent answered he did; whereupon Wa-pau-nash-cum told deponent that the Menomonees had picked him, Wa-pau-nash-cum, out with three others, to testify about it, and that he did not like to do it himself, and told deponent that the Menomonees would like him, deponent, to come down and testify what he knew about the liquor; that if he, deponent, would come down he thought that the Menomonees would pay him, deponent, well, perhaps five dollars, perhaps ten, and perhaps fifteen dollars; that deponent told him, in answer, that he could not do it; that he could not do them any good because he knew how that liquor came there; that Wa-pau-nash-cum asked deponent who brought it there, and that he told him Daniel Toucy; that in the morning, just before daylight, he asked deponent whether any of his folks could testify anything about the agent, to which deponent answered he guessed not; that Obadiah Gardner told deponent to reach Wa-pau-nash-cum a jug of whiskey, which was in the wagon at the time deponent met him at Mr. Prickett's house; it was not deponent's whiskey; that deponent did not sell Wa-pau-nash-cum a bottle of liquor at his, deponent's, house during the night, nor when he came away in the morning; that he asked deponent for liquor, and deponent refused, that he could not let it go; that he saw Wa-pau-nash-cum at his own house that day put liquor into a bottle; that deponent did not himself buy any liquor that day.

ELI WILLIAMS.

Subscribed and sworn to before me this 11th day of April, 1860.

GEORGE B. EDMONDS,

*Notary Public.*

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No. 36.

*Deposition of William Powell.*

STATE OF WISCONSIN, *County of Shawano. ss:*

William Powell, United States interpreter at the Menomonee agency, in the said State, being duly sworn according to law, deposes and says: That on Wednesday, the 4th day of April instant, Sho-no-nee,

who had on that day been sworn and testified in the matter of the investigation of the official conduct of A. D. Bonesteel, as Indian agent of the Menomonees, told him, the deponent, in answer to his, deponent's inquiry why he, Sho-no-nee, had first told the truth during his examination as a witness and afterwards retracted it, as he, deponent, had always considered him an honest man; that the reason he had changed his testimony was because he was afraid of his people, and that they had scolded him; that he, deponent, has acted as United States interpreter for the Menomonees on their present reservation ever since his appointment by the agent, A. D. Bonesteel—he thinks from the twelfth of October, eighteen hundred and fifty-seven; that he has resided on the reservation, as soon as he could get his family here, to the present time; that Agent Bonesteel resided on the reservation from about the time of his, Bonesteel's, appointment, until the month of May or June following, until he removed under the instructions of the Indian department to Fond du Lac; that he, deponent, has been interpreter for three or four agents, by appointment, as United States interpreter, prior to his appointment by Mr. Bonesteel; and that he thinks that Mr. Bonesteel has been kinder to the Indians than any other agent whom he has officiated under; that his uniform treatment of the Indians during his agency has been kind—"always ready to accede to their requests;" that he has granted them many favors which he was not obliged to do as agent; that he, deponent, has attended all the annuity payments made by said agent to the Menomonees; that after the pay-roll was completed, he, the said agent, would call the Indians to a council in the school-house, and announce to them that the pay-rolls were made out, and that he was ready to pay them; that he had not yet closed the pay-roll, and that if any names had been omitted the chiefs of each band should tell him; that he was accustomed to call up the chiefs of each band, repeat the names on the roll, and add such names as they told him had been omitted; that when the chiefs would say that they thought he had got all the names and omitted none, he, the said agent, would state the amount of money which he said the Commissioner had sent to pay them; that most generally the Indians would be the first to ask how much they were to receive per capita; that the said agent would tell them how much it was per capita; that after the payment per capita, there would be a certain amount of fractional money left, the amount of which he named to them, which would be divided among the chiefs after the payment; that the said agent would then tell them that if they were ready to receive their money he was ready to pay them; that in a good many instances the Indians would ask that the payment might be postponed until the next day for fear that they might have omitted some names, and might have time to reflect; and that such postponement had been granted by him always, but that the hour when they should again assemble to receive their money was always stated to them; that the next day, before he commenced to pay them, he would tell them he had a few words to say to them; that he would then tell the chiefs that they should advise their young men to be honest and pay their just debts to the traders on the ground, living among them; and if any of the traders or any others of the whites should take any



of their money by force they should come and report it to him, and that they should be attended to ; that he, the agent, had no favors to ask of the traders and none to grant, after which he, the said agent, would commence to pay them off, calling the bands in rotation, requesting that all the chiefs would remain during the payment ; that at the payments all the money to be paid them, after having been counted at the agency office, was carried generally by deponent and Farmer Haas to the pay table in the school-house ; it was all brought in a box containing different compartments for the several denominations of coin, and all exhibited to the council ; and that they were told that all their money was there, and that they were at liberty to get any of their friends to count it and see that it was correct ; that no complaint has ever been made to deponent by Shomin and Keshena that the money of any Indian had been taken from him by force, nor to the agent through him, the deponent.

That the recollection of deponent as to the Cavert order given by O-ka-ma-sha is not very distinct ; but that his recollection is that O-ka-ma-sha came to the agency office and told deponent that he could not stay for the payment ; that he had been hired by some white man ; that he wanted his money to be paid to Cavert if he was not here to receive it himself ; that deponent told him, in answer, that he would tell the agent of his request. That O-ka-ma-sha went out, and immediately afterwards Cavert came into the office—deponent does not remember if O-ka-ma-sha was with him—and asked if he had requested that his money should be paid to him, Cavert ; that deponent answered that he had ; that his, the deponent's, impression is, but he will not be certain, that he came back with Cavert into the office with the order, and that the understanding was that the money was to be paid over to Cavert. That when his, O-ka-ma-sha's, name was called, during payment, from the roll of the band to which he belonged, it was announced by his chief that he was absent ; that when the payment of those present had been completed, and the agent, according to custom, called over again the names of the absentees, it was announced that O-ka-ma-sha was then present ; that the agent then directed the chief of his band to call him and have him brought in ; that he came in, and Mr. Bonesteel counted out the money that was due to him, and told him to "touch the pen ;" at that time deponent reminded the agent that there was an order in favor of Cavert, which O-ka-ma-sha had spoken to deponent about before he went off ; that Mr. Bonesteel replied that he was very glad deponent had reminded him of it, as he had forgotten all about it ; that Mr. Bonesteel then looked among the papers before him and found that there was such an order, and stated to O-ka-ma-sha the amount of the order, and to say if it was right, and if so, to "touch the pen ;" that he then "touched the pen ;" that after he had done so he, Mr. Bonesteel, told him he had not the change, but that if he would come down to the office he would pay him the balance due to him ; that Mr. Bonesteel retained the amount of the order for Mr. Cavert ; that deponent did not see Cavert in the council house at that time ; that O-ka-ma-sha made no objection when Mr. Bonesteel explained it to him, and told him, "if it was right, to touch the pen ;"

that, to the best of deponent's recollection, this transaction took place a year ago last fall, and that, upon further recollection, he knows that it was at that time.

That a year ago last fall a horse was brought to deponent with a message from George F. Wright, of Oshkosh, requesting him, deponent, to take care of him until called for, and that he, Wright, would either pay for or replace the hay and oats which the horse consumed, and that deponent in the meantime might make use of him; that deponent asked Farmer Haas if there was room in the barn for the horse, and that he replied that there was; that deponent asked Haas if he would not lend him some of the oats he had in the barn to feed the horse; that Mr. Haas said he would, but that he did not like to do it, as the Indians would find fault with it; that deponent replied to Haas that he "might rest easy on that score," as the oats should be returned; that Mr. Haas asked deponent how much he wished he should be fed; that deponent does not remember how much he told him, but that he told Haas to "keep track of it," that he might know how much he would have to replace; that when the horse was taken away deponent asked Haas how much oats he had had, and that Haas told him; that some time during that winter deponent went to Oshkosh, and on his return brought the amount of oats which Haas told him the horse had consumed, and replaced it; that the same fall, some time before the horse came, he, deponent, brought two tons and a half of hay—this was the amount he paid for; that he bought the grass standing, and had it cut; that this hay had been cut early, and about that time Haas was threshing for the Indians at or near the barn with a two-horse threshing machine, and was out of hay about that time; that the nearest hay he had was about six or seven miles from here, Keshena; that deponent told Haas that he might use the hay, as his, deponent's, "cows were running out;" that as the hay was near by, he, Haas, might have it hauled, and return thereafter to deponent the same amount of hay; that Mr. Haas thanked deponent, and said it would be a great accommodation to him, and that he would return it; that Haas sent for the hay, and had it hauled to the barn; that when the time came for the deponent to feed his cows, he told Haas to let him know when they had consumed the amount of hay he had loaned to him, and that then he, deponent, would feed his cows separately; that Mr. Haas told deponent when his, deponent's, cows and the horse of Mr. Wright, above mentioned, had about consumed the amount of hay due as aforesaid to deponent; and that although Mr. Haas told him at the same time that he did not think deponent had quite all that was due to him, yet deponent at once removed his cows from the barn, the horse having been taken away before, having been kept in the barn only two or three weeks; that the deponent purchased the hay standing, as aforesaid, from a half-breed Menomonee woman living on the reserve, who is a widow, who lives with her mother, an annuitant; and that the marsh from which the hay was cut is near the residence and contiguous to the field of the said widow and her mother; that the mother, the annuitant, was present at the purchase and sale of the grass from which the hay spoken of before was made.

That he, deponent, in the summer of 1859, had frequent occasion to see the fields of the Menomonees on the reserve in his visits to their lodges; that the crops in their fields, (corn, wheat, potatoes, and pumpkins,) looked very promising until the first frost which occurred; after which deponent went round and looked at the fields, and that the prospect of their crops looked very discouraging; that deponent, at the suggestion of Haas, the farmer, advised the Indians to clip off the leaves of the corn which had been frost-bitten; that a good many of them followed the advice, and the corn, though retarded, began to have a good appearance again; some time after, when the Indians began to pick off the young roasting ears, another frost, a pretty severe one, occurred, that destroyed the corn, with very few exceptions; that most of the Indians complained that the frost had ruined their fields; that deponent was round in a good many places when the Indians were picking and husking their corn, and that some of it looked as if it were unfit to eat; that "it was all shrivelled up;" that a good many of them "made sweet corn of it" by cutting it off the cob, after cooking it, which did better for use than that which was left standing to ripen; that after the last frost the tops of the potatoes were all down, as if they were ripe; "they were withered in most instances;" that the consequence was, that the potatoes were very small and not ripe; deponent cannot tell what proportion of their potato crop was spoiled; it was a general complaint among the Indians; that some of the rye was also injured, at which he was surprised, as he did not think the frost could injure the rye; that deponent has never known rye sown in the fall injured by the frost before; that the spring wheat was not injured—there was a very fair crop; that the crop of potatoes on the Central Farm was rather poor; it was injured by the frost, and were rather small; that deponent did not examine the corn in the Central Farm, but that in passing by he observed that the corn had been struck by the frost so as to give the appearance of its being thoroughly ripe; that deponent saw the corn after it was gathered from the Central Farm and taken to the barn, and saw persons employed in the barn husking it, and saw, from piles of husked corn, that it was a very poor lot, and very much injured by the frost; that deponent pressed some of the grains between his fingers, and that there was milk in them, and not ripe; that the reason why his attention was frequently called to the subject was, that Mr. Haas was absent; and while the young men hired for the purpose of husking the corn in the barn, he observed them wrestling instead of working, and he frequently went to the barn to insist upon their working instead of playing.

That deponent does not remember any complaints of the corn and potato crop of the summer of eighteen hundred and fifty-eight, nor of the rye; but that the wheat "did not do well."

That some time after harvest, in the year eighteen hundred and fifty-eight, Mr. Haas took some wheat and rye, raised on the Central Farm, to the mill and had it ground. That some of the flour made from it was given to the principal chiefs, as a specimen of the flour made at their own mill; the remainder was distributed amongst the poor of the tribe—some of it at the mill, and the rest at the warehouse; a por-

tion was distributed by deponent, a portion by Mr. Wilkins, employed on the reservation as carpenter, and the remainder, deponent believes, by the farmer, Mr. Haas. That in the year eighteen hundred and fifty-nine the Indians were "pretty hard up," and the deponent asked Mr. Haas if he had anything that could be ground up for them; that Haas answered that he would either send "Sam. Ti-ko" or go himself with what he could spare from the rye kept for seed; that after this time deponent was absent, but on his return he found in the warehouse some rye flour which Haas had had ground and put there, and that he, deponent, distributed this to the poor of the tribe. That of the "tolls" which were received from the whites who had their grain ground at the Menomonee mill, a part was brought down to the warehouse and distributed by deponent to the poor, and the remainder distributed to them at the mill by Mr. Leach, the miller, on orders from deponent, which are, as he believes, on the files at the mill. That during the absence of deponent he requested that Mr. Haas would draw orders on the mill for the poor.

That the amount of flour brought from the mill, which was manufactured in eighteen hundred and fifty eight from the wheat and rye raised on the Central Farm, brought to the warehouse and distributed by deponent, was four or five bags, as near as he can estimate; that the remainder was left at the mill and distributed there, and consequently he, deponent, does not know the amount, as it was distributed in his, deponent's, absence by Mr. Wilkins, and, he thinks, Mr. Haas.

That there were seven or eight bags of rye flour distributed in eighteen hundred and fifty-nine from the warehouse, which he found there on his return after his request above stated to Mr. Haas, to see if he could not find something to grind for the Indians.

That of the tolls distributed by deponent at the warehouse, they amounted to two-thirds or three-fourths of the whole quantity taken at the mill; that a considerable amount of grain was ground for the whites at the mill that year, and that, consequently, the amount from the tolls was more than usual.

That there were three oxen belonging to the Indians killed in the fall of eighteen hundred and fifty-seven; that they were killed because they were getting old; that they were kept some time at the barn to try and fatten them; that when they were killed Agent Bonesteel and deponent went to the barn to attend to the distribution of them; the meat was all cut up and put in separate piles for the different bands. The principal men of each band were called up and told that there was the share of their band. Some of them divided it among their people on the spot; others took the portion allotted to their band home and divided it among them there; that some of the meat was left, because those who were entitled to it were not present. That deponent and the agent left it there, and that subsequently he, deponent, found some beef in the warehouse, which he thinks was some of what had been left, and this was distributed by Mr. Haas, in presence of the deponent, to those who had not received their share. The proportion of beef found by deponent in the warehouse, he believes, was about the same that he and the agent had left undistributed at the barn; that he does not think that a quarter of beef could have

been taken from it and not be observed by him as a deficiency when he saw it again at the warehouse. To the best of the belief of deponent the beef left undistributed at the barn was a hind quarter; when he saw the beef in the warehouse it was cut up, and a part of it in the pork brine. The meat of these oxen was very poor; that deponent does not know what was done with the hides; there were some in the warehouse, but does not know whether they were the hides of these oxen; he believes there is one hide yet in the warehouse.

That wood has been brought to deponent's house. That the Indians constantly come into the office of the agency and remain around the office stove—more or less of them every day—and the deponent did not think it his duty to furnish from his salary wood for the office, under such circumstances; that he therefore requested Mr. Haas to furnish wood for the office, which Haas did, as he presumes, as wood was brought to the office, as he thinks, by his, Haas's, authority. That it was the habit of such Indians who came from a distance to ask permission to sleep in the office, and would burn the wood all night. The amount of wood brought to the agency office this year by order of Haas at a full estimate would not exceed six or seven cords. That deponent bought his wood for the use of his family. When Mr. Bonesteel comes to make payments, or do the business of the Indians, wood has been drawn to the office for his use. This is to be excluded in the amount of wood brought to the office as above estimated.

That the deponent distributed the seed wheat sent up for the Indians by the agent, Mr. Bonesteel, last spring; that after the distribution, and the time of planting was past, the seed that was scattered on the floor of the granary was swept together; that the quantity so swept together was about three bushels; that of this about two-thirds of a half bushel, including the dirt, was brought by Mr. Porlier, the employé of deponent, to him, from Mr. Haas, to feed his, deponent's, chickens.

That the flour made from the wheat raised on the Central Farm, and the rye flour also, has been divided amongst the poor, and the potatoes distributed for seed to each band last year. That the estimate made for distribution to the eleven bands of Indians was three hundred bushels. Mr. Haas measured them, and deponent kept count. That fifty bushels remained after the distribution, and this remainder was proportionably divided amongst the bands. That of these potatoes Mr. Haas could not have taken any away to his own house without the knowledge of deponent. That deponent and Haas had potatoes of their own raising in a separate place in the same root-house in which the potatoes raised for the Indians were kept.

That deponent knows Herman Nabor, of Shawano; that he is a grocery and provision dealer. That deponent went to Shawano, to the store of said Nabor, a year ago last March, with the intention of buying some pork; that deponent did not buy, because the pork offered to him was not, in his opinion, fit to eat; deponent examined seven barrels, and that the pork was very lean and poor, and not fit to fry with fresh provisions, for which he wanted it. That Mr. Nabor was in the store; that deponent inquired the price per pound, and was told it was one shilling per pound. That deponent bought flour of



Mr. Cavert in the latter part of the month of February, eighteen hundred and fifty-nine, for which said Cavert charged deponent at least four dollars per hundred pounds; deponent bought one or two sacks of flour. That deponent bought pork of said Cavert in March, he thinks, of the same year, for which he was charged fifteen cents per pound, though Cavert stated to deponent that his usual selling price was sixteen cents per pound. That towards the latter part of April, in the same year, he, deponent, paid Cavert sixteen cents per pound for pork.

That after Agent Bonesteel had completed the annuity payment to the Indians in 1858, and after he (the deponent) and the said agent had left the council house where the payment had been made, Mr. Bonesteel said to deponent that he had not reminded him to ask the Indians, as he had requested him to do, whether they wanted any provisions or not; that thereupon he and the said agent went immediately back to the school-house, where the Indians still remained; that the said agent then instructed deponent to ask the Indians whether they wanted any provisions or not, and if they did want any, to say for what amount and at what time they wanted them; that, after a little consultation amongst themselves, one of the chiefs replied that they would let their agent know before he left Keshena; that Mr. Bonesteel requested deponent to tell them to take their time, and not to hurry themselves, but to tell him before he left Keshena, and that he desired that they should be unanimous in their request; that the Indians then asked Mr. Bonesteel how long he intended to remain; that he told them the time he would remain, but how long deponent does not remember. The Indians then said they would give him (the agent) an answer next day. That he (the deponent) interpreted between the Indians, as he has above stated; that the next day—deponent thinks it was the next day—the Indian chiefs assembled at the agency office, and the agent (Mr. Bonesteel) came into the part of the agency house occupied by deponent and his family, and asked him (deponent) to come into the office, saying that the chiefs were all assembled there, and he desired deponent to see what they wanted; that deponent went with the said agent into the office, who told him to ask the chiefs if they had any business with him; that they answered “yes;” that they had come to give him an answer about the provisions. Mr. Bonesteel then asked them if they wanted that he should go to the school-house; that they (the chiefs) answered that it was not necessary, as all the chiefs were present except Keshena; that Keshena was sent for and came to the office; that, after Keshena came, they consulted some time amongst themselves, and that Mr. Bonesteel asked them if they had agreed upon the amount they wanted expended in provisions; that Shononee was the first one that spoke, and said that they wanted “five boxes of money worth of provisions”—meaning five thousand dollars—and that they wanted some of the provisions to take to their sugar camps, and some when they came back from their sugar camps; that Mr. Bonesteel then asked them whether that was the amount that they had agreed upon, and that Shononee answered that he was authorized to speak for the rest, and that was the amount they had agreed upon; that there was no one

there who made any objection to it in his hearing that deponent saw. Mr. Bonesteel made a memorandum of their request, and asked them if that was all they had to say ; after which they left the office. That the first time deponent heard from any of the Indians that they had sent for three thousand dollars worth of provisions, instead of five thousand, was just before the delegation went to Washington ; that this was about a year after the provisions had been distributed. That the first lot of these provisions arrived at the agency about the middle of February, and that they did not all arrive until two or three weeks afterwards ; that deponent thinks that the corn which constituted a part of these provisions arrived among the first of them ; that this corn overrun one hundred and fifty bushels by measurement made by deponent himself ; that this corn was distributed before the rest of the provisions, just after it arrived ; that the rest of the provisions were pork and flour—one hundred barrels of pork and four hundred sacks of flour ; that the pork and flour were distributed, as deponent thinks, in the beginning of March. Some of the Indians had gone to their sugar camps, and some were just moving to them. That these provisions were distributed to each band in proportion to the number of persons in each ; the proportion of each band was delivered to its respective chief ; that before these provisions were distributed, he, (the deponent,) under instructions from Agent Bonesteel, inquired of the Indians whether a portion should be kept back for distribution during the spring, when they should come out of the "sugar bush," preparatory to planting ; that he (the deponent) called the chiefs together into the agency office, and took out the letter of instructions from Agent Bonesteel, and explained to them its contents, which were that they should receive then fifty barrels of pork and two hundred sacks of flour, and that the remaining fifty barrels of pork and two hundred sacks of flour should be distributed when they came out of the sugar bush ; and that it further instructed him to urge them to consent to this, but that if they would not consent, that he (deponent) was instructed by said letter to give them the whole of the provisions, if they insisted upon it, and that it instructed him also to take a receipt from them for the provisions distributed to them.

And deponent further saith that, in answer thereto, the chiefs, so assembled as aforesaid, replied that they were ready to give a receipt to him, said deponent, for all the provisions, including the corn already distributed, but that they wanted the whole of them ; that deponent then took the chiefs down to the warehouse and told them to count the sacks of flour and barrels of pork, to satisfy themselves before they signed the receipt for them ; that the chiefs then selected some of their young men to count them ; that deponent went in with those selected to count them, and counted them with the young men ; and that after having counted them, they, the young men, reported to their chiefs that there were four hundred sacks of flour and one hundred barrels of pork, as deponent had before stated to them, the chiefs ; that the deponent then took the chiefs into the upper story of the warehouse and told them there were two hundred and ten bushels of seed wheat, which he, deponent, exhibited to them, which he, deponent, wanted included in the same receipt they gave him for the provisions ;

that there was a half bushel measure, and that they might measure it for themselves; that the said chiefs replied that they were satisfied that there was that much, and did not want to measure it; that before deponent issued the provisions he took the chiefs to the agency office and told them that he wanted a receipt for the four hundred sacks of flour, one hundred barrels of pork, two hundred and ten bushels seed wheat, and the one hundred and fifty bushels of corn already distributed to them, and that the said chiefs signed a receipt therefor, witnessed by several white persons then present; that immediately after their signing said receipt, he, the deponent, went with them back to the warehouse and distributed to them in the manner above herein mentioned, as customary, all the pork and flour; that the seed wheat was distributed to them in the spring after they came out of the sugar bush; that the reason deponent assigned to the chiefs for wishing them to sign the receipt for the provisions before the distribution was, that they would, after the distribution, be scattered, and he could not get their marks or signatures thereto; that the pork which constituted a part of their provisions was of the very best quality; in some of the barrels the pork had no bones with it; it was mess pork of the best quality; that the Indians declared that it was the best lot of pork that they had received; that he cannot tell whether the flour was made from winter wheat, as he does not know how to distinguish it; that the price of transportation from Oshkosh to Shawano on sleds in the winter is one dollar per hundred pounds, as deponent knows from having paid that price himself; that he, deponent, knows Mr. Leach, the miller for the Menomonees; has been acquainted with him during the whole period of the term of office of Mr. Bonesteel; that he, deponent, has visited the mill at different times, when Leach has been at work in the grist-mill, and when he has been at work in the saw-mill; when in the grist-mill he made good flour; saw Leach at work in the saw-mill; deponent is no judge of a mill, but knows that the lumber was good; that deponent had had conversation about Leach's work last summer, after harvest, with Carrow and Keshena; that the way the conversation came about was, that deponent had employed Andrews to "fix the stones," he, Leach, having informed him that the stones were in such bad order that it required a man who understood it thoroughly; that upon this statement of Leach, he, deponent, employed Andrews, who, he was informed, understood building grist-mills, to come up and dress the stones; that after he had dressed them, deponent got Andrews to start the mill, and show Carrow and Keshena what sort of flour they made; Carrow and Keshena looked at the flour, but made no comment upon it; deponent then took Carrow up stairs to show him the "bolt," and told him that he, deponent, thought that Mr. Leach had been a little negligent in allowing the mice to cut it, and told him how much it cost to repair it, to which Carrow replied, "that the mice were very mischievous little animals, and that you could not hide anything from them," or words to that effect; that some time afterwards deponent was again at the mill when Mr. Leach was grinding; that besides Carrow and Keshena, there were a good many other Indians in the mill; that Joseph Carrow, the son of the chief, then present, was putting

the flour into the bags ; that Carrow, the father, took of the flour and showed it around to the Indians, to whom he said, "this is what we call good flour;" that this is much better than the other flour ground by Andrews, and that Leach ground two bushels to his one; that Jos. Carrow and his father, the chief, said further : "this is the way for the mill to go—we can make some flour here ; the other man who ground, ground too slow ;" that deponent remarked to Carrow that he was glad they were so much pleased with Leach, but feared it would not last long ; that his meaning in this was that the Indians are one day friendly, and the next day the reverse ; that he, deponent, has had frequent occasion to visit the mill, and always found Leach at work ; when absent he was informed that Leach had gone to dinner.

That when Mr. Bonesteel first came upon the reservation and assumed the duties of his office, at the first council with the Indians, deponent, Frederick Moscovitt, and Gauthier were present ; that at the council Osh-kosh, father of the chief A-qu-a-no-mee, (since deceased,) was the first who spoke respecting those of the employés they wished retained ; that Osh-kosh said that they were pleased with their blacksmith ; Mrs. Dousman, the female teacher, whom they called their mother ; their farmer, Mr. Haas, and their interpreter, Mr. Gauthier ; that the Menomonees were all pleased with them, and wished that they should be retained, and especially the interpreter ; that they understood him, and got along well with him, and that it was always the case that when they got used to an interpreter he was changed, and therefore they wished to retain him ; that they never had any occasion to find fault with him ; that several other chiefs said about the same thing, and that what Osh-kosh had said was their wish ; that after they had concluded, Mr. Bonesteel told them that he had made his appointment, and should not change it ; that he had appointed deponent, and would appoint no other, or words to that effect ; that thereupon Osh-kosh turned towards Mr. Gauthier and said : "I have done my best for you ;" that all the employés whom the Indians expressed their desire should be retained were reappointed by Agent Bonesteel, with the exception of interpreter ; that the Indians in said council said nothing regarding Joseph M. Ostroph, their male teacher ; that last summer, as near as he, deponent, can recollect, Mah-ma-ka-wet got up in council and said he wanted to speak about the schoolmaster, (Mr. Andrews;) that he wanted to tell the agent of his conduct regarding keeping school. He said that he was down to Shawano the whole of his time ; upon this he, the deponent, interrupted him, saying that he, deponent, wanted him to confine himself to the truth ; that he, deponent, was left here by the agent in charge at Keshena, and knew better than he (Mah-ma-ka-wet) did ; that the schoolmaster was not down to Shawano *all* of his time, and that he should not state anything but "what he saw with his own eyes," or of his own knowledge ; that thereupon Mah-ma-ka-wet sat down and said no more ; that after he sat down deponent told him that if he had anything to say to the agent he, deponent, would interpret it to him ; that Mah-ma-ka-wet replied that it was no use for him to say anything, as he, the deponent, knew better than he did, or words to that effect ; that he, the deponent,

does not remember that he afterwards repeated this conversation to Mr. Bonesteel; that he did not do so in the council.

That he, the deponent, considers that the male school has been managed full as well under the agency of Mr. Bonesteel as under his predecessors; that he, deponent, has good reason to know, as he has been constantly among them, and lived near them, and had good opportunities of knowing; that when the school was kept by Dr. Wiley he has been constantly in the habit of passing by the school-house, and sometimes in the school, and observed no difference in his discipline and that of his predecessors; that the majority of the scholars are under the religious teaching of the Catholic missionary, and observe the customs of that church, consequently there are a good many holidays, which interrupt their studies; that the school under Mr. Andrews was kept, if anything, more punctually than under Mr. Wiley; that at one time the Indians complained of the absence of Mr. Andrews at Shawano for three or four days, and that he, deponent, explained to them that he was in attendance there on a sick friend, whereupon they appeared satisfied with the explanation.

That the Indians in council, in the summer of eighteen hundred and fifty-eight, asked Mr. Bonesteel to write to their Great Father to allow them to come to Washington, that they wanted to go to see about their money matters; that Mr. Bonesteel answered that he would write, and do his utmost to get them permission to visit Washington; that the following fall, when Mr. Bonesteel came up to pay their annuity money, they asked Mr. Bonesteel, in council, whether he had written for permission for them to go to Washington, and whether he had received an answer. Deponent, as near as he can recollect, deposes and says that the answer of Mr. Bonesteel to them was, that he had written, but had received no encouragement; but that if they would only have patience, he would make another effort, and that he was pretty certain he would succeed in getting permission granted; that Carrow then got up and said that he spoke for the tribe, chiefs, headmen, and warriors, and that they had waited long enough, and that they wanted to go, and wanted him, the agent, to go with them, and that they should not take "no" for an answer, and wanted him to say "yes;" that Mr. Bonesteel answered that he could not do that; that if he went with them without permission "they would break him;" that Carrow still persisted that it was the wish of the tribe, and he must say "yes;" that the Menomonees were brave in going to war, and were equally determined as they were brave when they made up their minds, and that they were determined to go; that Mr. Bonesteel told them, in reply, that they were taking a very wrong course to see their Great Father, and how much better it was for them to get permission, that they might go and transact their business without difficulty; that deponent has seen a letter from the Indian department, addressed to Mr. Bonesteel, saying that permission could not be granted for the Indians to come to Washington at that time.

That previous to that time he, the deponent, never heard any complaints against the agent and the employés generally; that they have been made since that time. That the Indians have said to deponent



since that time that they began to mistrust that he did not write the letter he had promised.

That he, deponent, is acquainted with the circumstances under which George Cown, the Indian trader, received lumber from the Menomonee saw-mill, a year ago last summer; that at the request of the chiefs, during the building of their church, they wanted to sell Mr. Cown lumber, in order to buy materials, their money being expended; that Mr. Cown agreed to pay them for it at the next annuity payment; that thereupon this deponent told the chiefs that he could buy the articles they wanted on his own credit at New London, if Mr. Cown would pay for the lumber at the time he had told them; that Mr. Cown told deponent that he would be punctual in the payment; that thereupon the deponent bought upon his own credit at New London such materials as could not be obtained in the neighborhood, and of which they gave him a memorandum; that Mr. Cown received from the mill, under this arrangement, two or three thousand feet of lumber, for which Cown paid deponent punctually, as he had promised, at the rate of ten dollars per thousand feet; that the difference in the amount of the bill for the articles obtained for the church and the amount received for the lumber from Mr. Cown deponent expended for the Indians in the purchase of provisions for the hands employed on the church, and paying their wages. That this was all the lumber Mr. Cown received belonging to the Indians from the Menomonee mills.

That the deponent knows no general reason why the houses unfinished on the Menomonee reserve remain so; that he, deponent, is charged by the agent with the distribution of the lumber manufactured at the Menomonee mill, by orders on Mr. Leach, and that he, deponent, does not remember that at any time he has refused lumber to the Indians when there was any at the mill; that in the judgment of deponent the amount of the lumber at the mill, when it stopped last fall, was from eight to ten thousand feet; that at the visit of the deponent to the mill this spring there were, he thinks, about fifteen hundred feet of lumber at the mill.

That at the council at which applications were made by Indians for services in the Black Hawk war, the agent through him, the interpreter, inquired whether the applicant was a widow or an heir, and were told the number of witnesses which were required, and that a guardian was necessary in the case of a minor child; that the Indians would name a person as the guardian, where the applicant was a minor child; give the name of the warrior who had served, and the name of the widow or heir; that a list was first made of the names of the applicants, after which they were called up in the order of their application, that the necessary declarations and affidavits were then explained to the applicants and the witnesses, and also the nature of the oath respectively administered to them; that when he, the interpreter, was satisfied that they perfectly understood the act which they were about to perform, he, the deponent, stated the fact to the agent, and the parties thereupon went forward and "touched the pen." That there were supplies of provisions, pork and flour, received at the warehouse of the Menomonees in January a year ago

last fall, prior to the receipt of the provisions of the Menomonees; these provisions belong to, and were distributed to the Stockbridge Indians; that they arrived during the latter part of January; some of these provisions were given out to them by Mr. Haas during the absence of deponent, and the remainder by deponent on his return in February of the same year; that to the personal knowledge of deponent Mr. Leach, the miller, dresses the millstones in the Menomonee mill; the only exceptions are in the instance of Almon Andrews, employed by deponent as before stated, and another instance in which deponent saw Edward F. Sawyer assisting Leach in dressing them; that each of the Indians have their fenced field in the vicinity of their houses, but frequently they claim portions about them which are unfenced; these claims are respected by custom without any other formality; that they also respectively claim the right of making hay in certain localities; that these claims are equally respected by custom; and that when any dispute arises among each other as to their respective rights, it is decided among them upon the priority of use and occupation. And the deponent further saith, that the general reputation of Joseph M. Ostroph, for truth and honesty, is very bad amongst the Indians and the whites residing on the Menomonee reservation.

WILLIAM POWELL.

Subscribed and sworn to before me this 13th of April, 1860.

GEORGE B. EDMONDS,

*Notary Public.*

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No. 37.

*Deposition of George Cown.*

STATE OF WISCONSIN, *County of Shawano, ss:*

George Cown, being duly sworn according to law, deposes and says: That he is a resident of the town of Richmond, Shawano county, in said State; that he is an "Indian trader;" that he deals in pork and flour; that he sold flour during the months of January and February, eighteen hundred and fifty-nine, at five dollars per sack; that during the same time he sold some pork; that he sold it by the pound, at fifteen cents per pound; that he, deponent, has had goods brought up from Oshkosh to Richmond during the winter of eighteen hundred and fifty-nine, for which he paid one dollar per hundred pounds for the transportation; that the distance from Oshkosh to deponent's trading post is four miles further than from Oshkosh to the village of Shawano; that he, the deponent, knew Kahkouch, a Monomonee Indian, (now deceased;) that deponent was at the Monomonee annuity payment a year ago last fall; that he saw Kahkouch at that payment; that he did not take any money away from him by force at that time; that he has never at any time, at any

annuity payment made by Agent Bonesteel, taken money from any Indian by force ; that deponent has attended all the annuity payments made by Agent Bonesteel, except on the first day of the payment made last fall ; that except on the last occasion, at which he was not present the first day, he has always heard Agent Bonesteel, before he commenced paying the annuity, state to the Indians the amount of the annuity money which was to be paid to them, and also how much each of them was to receive ; that he, the deponent, a year ago last summer, had lumber from the Menomonee mill ; that the amount he received from the mill was about three thousand feet ; that he asked the Menomonee chiefs for the lumber ; that they, the chiefs, told the deponent he could get as much as he wanted ; that deponent came up to the agency office to see Captain Powell about it, and brought the chiefs there ; that the captain (Powell) asked the chiefs if they would let him, Cown, have the lumber, to which the chiefs replied "yes," and that Captain Powell, the interpreter, gave deponent an order for it, and that the deponent got the lumber on presenting the order to Leach, the miller, for which he paid Captain Powell ten dollars per thousand—thirty dollars in gold, immediately after the annuity payment of that year ; that at the payment of the two first annuities by Agent Bonesteel to the Menomonees, he, deponent, heard the said agent say to the Indians that they should not let the traders take their money from them, and that if they did do so to tell him ; that he, deponent, knows Joseph M. Ostroph, and that all say his character for truth and honesty is bad ; that he, deponent, would not believe him under oath ; that deponent says so from his own knowledge of Ostroph, and from what people say of him ; that he, deponent, bought flour in Oshkosh in February, eighteen hundred and fifty-nine, of Parker, Choate & Co.—it was about the eighth day of February—for which he paid three dollars and a half per sack ; that it was spring wheat flour, marked superfine ; that deponent, at the same time he bought the flour, bought pork at Oshkosh of Weed & Colver, for which he paid at the warehouse twenty-two dollars per barrel.

GEORGE COWN.

Subscribed and sworn to before me this 13th day of April, 1860.

GEORGE B. EDMONDS,

*Notary Public.*

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No. 38.

*Deposition of George F. Wright.*

STATE OF WISCONSIN, *County of Shawano, ss :*

George F. Wright, esquire, resident in the town of Oshkosh, in said State, being duly sworn according to law, deposeth and saith: That he is a resident of Oshkosh, in the State of Wisconsin, and that his occupation is that of a farmer and dealer in furs ; that he, deponent, bought flour at Oshkosh in the months of January, February, and April of the year 1859 ; that he bought in January and February at the price of \$3 a sack, which was an inferior article, intended for the Chippewa trade ; that in April he paid \$3 50 per sack for ordinary family spring

wheat flour, which he brought to Shawano and sold there at \$4 50 and \$5 per sack; that which he sold at \$4 50 he sold to warehousemen to cover the cost and charges: that the prices of pork asked deponent at Oshkosh, some time from the 9th to the 15th of the month of April, 1859, was \$22 per barrel; that deponent did not buy, because the prices were too high to make any profit upon it; that about the latter part of December, in the year 1858, he, the deponent, left a horse belonging to Mr. Johnson, who resides at Peshtigo, with Captain Powell, the United States Indian interpreter, at his house in Keshena; that deponent asked said Powell whether he had anything to feed him upon, to which Powell replied that he had some hay, but no grain, and that deponent told him he would furnish the grain; that shortly afterwards, perhaps a week, he sent to Captain Powell seven bushels of oats to feed the horse; that the horse remained in charge of Powell three weeks, more or less.

That the difference in the travelled distance between Fond du Lac and Keshena and Oshkosh and Keshena is some eighteen miles.

That he, deponent, has been frequently on the Menomonee reservation, and has attended all the annuity payments since A. D. Bonesteel has been the agent of the Menomonees; that he has never known of any instance at those payments in which the traders have taken money from the Indians by force.

That he, deponent, buys his furs of the traders, whether Indians or whites; very rarely of the Indians themselves.

That the flour he, the deponent, bought in January and February, 1859, he bought of "Parker, Choate & Co." and "Conroe & Co.;" that which he bought in April of the same year, of "Weed & Colver."

And further deponent saith not.

Subscribed and sworn to before me this 13th day of April, 1860.

GEO. B. EDMONDS, *Notary Public.*

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### No. 39.

#### *Deposition of Joseph S. Cavert.*

STATE OF WISCONSIN, *County of Shawano, ss:*

Joseph S. Cavert, being duly sworn according to law, deposes and says: That he resides at Omro, about eighty miles from Keshena; that he has a store at Keshena, at which place he deals in dry goods and provisions, and groceries; that he retailed pork at his said store during the months of January and February, eighteen hundred and fifty-nine, at sixteen cents per pound; that during the month of January, he thinks, he was selling flour at four dollars and fifty cents per sack; that he was selling in the month of February at five dollars per sack; that in the month of March, in the same year, he was selling flour at five dollars per sack, he thinks; that about the middle of January in that year he paid, he thinks, three dollars and twenty-five cents per sack; that it was fair spring wheat flour; that there is no inspector of flour at Omro, and he thinks none at Fond du Lac; that he buys upon his judgment, and not upon the marks of the flour; that

he thinks the price of pork at Omro in February, about the middle of the month, was twenty-two and a half dollars per barrel; that deponent pays for transportation from Omro to Keshena during the winter, by land conveyance, one dollar per hundred pounds.

That to his knowledge no such transaction ever took place in his store as the giving a ten dollar gold piece at his counter in the payment of a debt by the daughter of the Indian chief Shonion, and a refusal to return the change, and of her being compelled to take a piece of calico instead of change.

That O-ka-ma-sha came into deponent's store previous to the payment, a year ago last fall; that he had a running account with deponent, and when he came into deponent's store, as aforesaid, he told deponent he was going away before payment of annuities, and wanted some pork and flour, and proposed to give deponent an order on Agent Bonesteel for forty-nine dollars, which sum included the sum due by him and the cost of the flour and pork; and that deponent gave him the flour and pork upon his promise to give him, deponent, the order for forty-nine dollars; that deponent then wrote the order for the said amount, which was signed and witnessed in the store of deponent; after which deponent took the said order and went with the said O-ka-ma-sha to the office of Agent Bonesteel, where they found Captain Powell, the United States interpreter, where deponent explained the order to Captain Powell, and O-ka-ma-sha did likewise; that at the pay table, when the annuity was paid, Captain Powell, as deponent thinks, reminded Mr. Bonesteel of the said order; that when O-ka-ma-sha's name was first called, he, O-ka-ma-sha, was not present; that when his name was again afterwards called he *was* present, and Mr. Bonesteel paid the deponent forty-nine dollars, the amount of the said order; that O-ka-ma-sha never made any complaint to deponent for his having done so.

That deponent has been present at the three annuity payments to the Menomonees made by Agent Bonesteel, all that have been made by him during his term of office; that the said agent has always told the Indians that if any undue measures were taken by the traders at those payments to get their money away from them to report to him; and that he always told them the amount of the annuity money he had brought to pay them, and likewise how much they were to receive *per capita*.

That he, deponent, has lived on the reservation about a year and a half, and frequently back and forward; that he knows Joseph M. Ostroph, and that his general reputation for truth is bad; and that from his general reputation he, deponent, would not believe him under oath.

That deponent, from his opportunities of observation, thinks that Mr. Bonesteel has been, while agent, very kind to the Indians; that their treatment by Mr. Bonesteel has been more kind than that of previous agents, in his judgment.

J. S. CAVERT.

Subscribed and sworn to before me this 14th day of April, 1860.

GEO. B. EDMONDS, *Notary Public*.



## No. 40.

*Deposition of Lewis Goldstucker.*STATE OF WISCONSIN, *County of Shawano, ss:*

Lewis Goldstucker, the school teacher of the male school on the Menomonee reservation, in said State, being duly sworn according to law, deposes and says: That he has been occupied as teacher of the Menomonees about three months; that deponent has resided with Mr. Haas, the farmer, since he, deponent, has been on the reservation; that Mr. Haas treats the Indians who come to his house with the greatest hospitality; that during the first two months of his said residence with Mr. Haas, the months of January and February of the present year, they have been generally every day either at breakfast, dinner, or supper, at his table, and frequently stayed during the night; that he has seen the table set for three or four of them at once.

In the judgment of deponent, the average of Indians at Haas's house was one or two daily, and that he, deponent, would keep those who were fed in the manner he has stated, by Haas, at a charge of from one hundred to one hundred and fifty dollars per annum; that during the month of March there has not been so many at his house, the Indians being generally in their "sugar camps;" that within the last week he, deponent, has seen three Indians within two days there, who asked Mrs. Haas for something to eat, and that she gave it to them; that deponent knows Ignatius Wetzel, the blacksmith for the Menomonees; that deponent knows Joseph M. Ostroph, has known him three months; that his reputation, so far as deponent can hear, among the people here is bad; from what deponent has heard of him he would not believe him under oath; that deponent was told by Ignatius Wetzel that he was present at one of the Indian councils, and that he was a friend of the Indians.

L. GOLDSTUCKER.

Subscribed and sworn to before me this 14th day of April, 1860.  
GEO. B. EDMONDS, *Notary Public.*

## No. 41.

*Deposition of Charles D. Ambrose.*STATE OF WISCONSIN, *County of Shawano, ss:*

Charles D. Ambrose, being duly sworn according to law, deposeth and saith: That he resides at Keshena, on the Menomonee reservation, and that he has resided at Keshena, more or less, for the last three years, and that he resided continuously therein from one year ago last November; that his occupation has been that of clerk to the Indian trader residing therein, J. S. Cavert; that the said Cavert deals

in a general assortment of dry goods, groceries, and provisions; that he deals in pork and flour; that pork has been sold at the store of said Cavert during the months of January and February, eighteen hundred and fifty-nine; that the price charged by said Cavert for pork, during those months, was at the rate of thirty-two dollars per barrel, or sixteen cents per pound; that no distinction was made in the price per pound or per barrel; that deponent sold none by the barrel during that time; that deponent sold, about the first part of January, flour at four dollars and a half per sack; that about the last of February he sold what he had left in the store at five dollars per sack; that flour was continually on the rise; that somewhere about the first of May, in the same year, deponent paid five dollars per sack, on the bank of the river; this was the first flour which came up that season; that the price of transportation from Omro, which is ten miles nearer to Keshena than Oshkosh, is one dollar per hundred pounds in the winter season, the freight during the summer is brought by water.

That he, deponent, has been present at the three annuity payments made by the Indian agent, A. D. Bonesteel, to the Menomonee Indians being all the payments to said Indians made by him since he took charge of the agency; that he has heard Mr. Bonesteel in the council house tell the Indians that if they, the traders, took their money from them, to let him know, and that he would attend to them; that the Indians have also said in the hearing of deponent that Mr. Bonesteel had so told them.

That deponent has some knowledge of the language of the Menomonees, and that the deponent has heard the United States interpreter, William Powell, interpret to the Indians what Mr. Bonesteel told them with respect to the traders as aforesaid; that deponent does not remember whether he was in the council house at the commencement of the first annuity payment, but at the last two payments he remembers distinctly having heard the agent, Mr. Bonesteel, tell the Indians the whole amount of the annuity they were to receive; that he does not remember to have heard him tell the Indians how much they were to receive *per capita*; that deponent has no recollection on that point, whether the agent did or did not tell him how much they were to receive *per capita*.

That so far as deponent is acquainted with the treatment of the Indians by Mr. Bonesteel, it has been "very kind;" that he has accommodated them in almost everything.

That Oka-masha came into the store of Cavert, after the annuity payment of eighteen hundred and fifty-eight, and told deponent that he had paid up his account with an order in favor of Mr. Cavert, and asked for further credit, which was refused to him, but that he made no complaint respecting the payment of his order by Agent Bonesteel, and that he has never heard him make any complaint since until the present investigation.

That the only hide he, the deponent, ever bought from M. Haas, the Indian farmer, was on the seventeenth of September, eighteen hundred and fifty-seven, which weighed fifty-five pounds; that Mr. Haas had a cow which died about that time; that the testimony he

has given with respect to the hide bought from Mr. Haas is founded upon an examination of the books of Mr. Cavert, for whom deponent is clerk; that the said hide was brought to the store by a Menomonee named "Sam Ti-ko," who the deponent believes was in the employment of Haas at that time; that, according to the books kept by deponent, he paid or credited to Haas the price of the said hide, which was five cents per pound.

That from his, deponent's, observation of the treatment of Haas to the Indians, it was very hospitable, giving them food to eat when they came to his house; that deponent boarded two weeks, just before or after the first of January, eighteen hundred and fifty-nine; that since that time he has been a number of times at the house of Haas and witnessed the same treatment to them.

That deponent is acquainted with Joseph M. Ostroph, and that his general reputation for truth is bad; that from his general reputation he must say that he would not believe him under oath.

That deponent was at the council of the Indians at La Motte's house, about the eighteenth of January last; that all he observed there was, that there was a number of affidavits interpreted to them by Mr. Gauthier, he thinks, sentence by sentence; that these affidavits were already prepared when deponent arrived at the house, about seven or eight o'clock; that some of the affidavits with respect to the Thompson and Ewing claim might have been prepared while deponent was present, thinks they were; Kershaw read the affidavits which Gauthier interpreted.

That this was all that occurred while deponent was present at La Motte's; that a day or two after the council deponent went to Shawano with Captain Powell, United States interpreter, and stayed there over night; that on the return of deponent next day, deponent stopped at the house of Mr. Cown, the Indian trader, just on the edge of the reservation of the Menomonees, and thence came home; that while sitting in the dining-room of Captain Powell, immediately opposite the store of Mr. Cavert, between eight and nine o'clock in the evening, an Indian of the Menomonee tribe, called "John Corn," came to deponent and told him that he was wanted at the store; that deponent went immediately to the store and found it full of Indians, both counters therein occupied by them; that he thinks there were twenty; that before anything was said to deponent he had commenced making up the fire, and that while so engaged, Mah-ma-ka-wet, a second chief of the Menomonees, asked deponent what business he had to go to Shawano with Captain Powell to make papers; that deponent replied to him that "it was none of his business;" that at this time Sam Tiko, "John Corn," and Paul Ah ko-nee-boi-wee, told deponent that he had been reporting about their council at La Motte's, and had been trying to break down their affidavits with respect to Thompson and Ewing's claims, and stop them from going to Washington; and that they were going to put him, deponent, out of doors and his goods too; and then "Frank Shawocno," "Joe Penasha," joined the rest in threatening to put deponent and the goods out of the storehouse, and that the deponent would find out "who was boss on the pay ground," and used very abusive language to deponent; that deponent reasoned

with them, telling them how foolish it was for them to do as they were doing, and that finally they dispersed; that previous to this occurrence Paul Ah-ko-nee-boi-wee told deponent that they had been told by their lawyer that they had complete control over everything on the reservation; that it belonged to them, or language to that effect, and that they had been so advised; that they were men; that they had arms and eyes and mouths like white men, and were the same as a white man physically; that after this, some of those who had been in the store during the occurrence above narrated, told deponent that the same Indians who had been in the store had had a street council, and had determined that the next night they would come into the store and carry out their original intentions, and throw the goods out of the store, and the deponent also.

That the said Indians did not carry out their intentions; that no such threats had been made of this kind to deponent previous to that time; that the Indians speak frequently with pleasure of the connexion with Kershaw, who, according to their interpretation, is the brother-in-law of "John Corn," a Menomonee Indian.

CHAS. D. AMBROSE.

Subscribed and sworn before me this 14th day of April, 1860.

GEORGE B. EDMONDS,

*Notary Public.*

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No. 42.

*Deposition of William Powell.*

STATE OF WISCONSIN, *County of Shawano, ss :*

William Powell, United States interpreter for the Menomonees, having been duly sworn according to law, and having been again called, deposeth and says: That last fall, after the payment of the Indian annuities by Agent Bonesteel, Shonion received one hundred and twelve dollars and one half dollar, for his land warrant for his services in the Black Hawk war; that the warrant was offered to said Shonion, or the money, which Mr Bonesteel then told Shonion was all that it would bring at that time; that Shonion said that he would rather have the money, and received one hundred and ten dollars, and requested that two dollars of the balance should be paid to Mr. Haas, which he said Shonion owed said Haas; that the reason that Shonion did not receive the whole amount at the time was because the agent could not make the change, and that Shonion thereupon requested the change to be given to deponent, with authority as aforesaid to pay two dollars of the amount to Haas; that subsequently Mr. Bonesteel accordingly placed the two dollars and a half in the hands of deponent, which deponent handed afterwards to Haas, who claimed that the whole amount was due to him, which, upon Shonion disputing, he,

deponent, told Haas to return to Shonion the half dollar he claimed, which Haas did in presence of deponent.

That it has been the habit of Agent Bonesteel to offer the Indians their land warrants, or the amount of money, which he, Bonesteel, informed them was their market value; that generally the Indians took the money; some preferred taking the warrants, some of which, to knowledge of deponent, are still in their hands.

That, to the knowledge of deponent, O-sha-wa-kah received for the price of his land warrant one hundred and twelve dollars and a half dollar.

That the annuity payment to the Menomonees was paid between the twenty-second and twenty-fourth of November, eighteen hundred and fifty-eight, for that year.

That he, the deponent, has run a boat on the Wolf river, and that the Menomonee mill is on said river; and that the said river generally freezes over between the fifteenth and twentieth of November; that the dam of the Menomonee mill freezes generally about a week before the river; that the ice in the river does not remain as long as it does in the pond of the dam of the mill.

WILLIAM POWELL.

Subscribed and sworn to before me this 14th day of April, 1860.

JOS. B. EDMONDS,

Notary Public.

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No. 43.

*Deposition of Frederick Haas.*

STATE OF WISCONSIN, *County of Fond du Lac, ss:*

Frederick Haas, being duly sworn according to law, deposeth and says: That his present occupation is that of farmer for the Menomonee Indians, on their reservation in said State; that he has acted in said capacity of farmer for four years in July next, the eighteenth of said month; that he received his first appointment as such from Benjamin Hunkins, at that time Indian agent for said tribe; that his instructions from said agent, at the time of his appointment, were to plough four or five acres for the use of the blacksmith for the agency, and to plough the gardens of the interpreter and the school teachers; and that he, deponent, should be allowed to cultivate ten acres for his own use, but that he, deponent, has never cultivated over three acres for his own use; that since the term of office of the present agent, A. D. Bonesteel, he, deponent, has received no other instructions in the premises; that the "Central Farm," so called, contained sixty acres; that during the first year of Mr. Bonesteel's agency, the year one thousand eight hundred and fifty-eight, he, the deponent, cultivated the whole of said farm for the common use and benefit of the Indians; that the crops raised thereon were rye, spring wheat, potatoes, and some corn; that he is not able to state the proportion of each; that



out of the crops for said year enough was saved for seed for the ensuing year, and the balance distributed amongst the tribe; that in the year eighteen hundred and fifty-nine the said "Central Farm" was allotted, in separate portions, among twenty families of said tribe, which he, deponent, ploughed and sowed for them respectively; that, for the use of the tribe, deponent cultivated four acres of potatoes, the yield of which was between fifty and sixty bushels, which are now in the "root-house" on the reservation, and kept for distribution for seed in the spring; that in the winter of 1857-'58 about eighteen or nineteen yoke of Indian cattle were kept in the "Menomonee barn," so called, on said reservation; also two cows and one calf; that the whole of said stock was the property of the Indians; also a pair of horses for the use of the agency; that there was also kept in said barn a mare, the property of Mr. Bonesteel, then residing on the reserve, from the month of November until the month of March, and a colt, the property of deponent, kept therein during the said winter; that, for the feed of said mare, Agent Bonesteel sent from Fond du Lac to the agency from twenty-five to thirty bushels of oats; that the said mare was fed from the common stock of Menomonee hay; and that, for the feed of his colt, deponent purchased hay and oats; that there was also another colt, purchased by Mr. Bonesteel, which was kept in said barn for two or three weeks during said winter; that deponent had no cow of his own in the said barn during that winter; that the oats sent up by Mr. Bonesteel were not kept separate, and that the oats purchased, as aforesaid, by deponent were not kept separate from the common Menomonee stock of oats; that the hay was kept in the same manner; that he, deponent, kept no separate account of the consumption of the hay and oats used as aforesaid, but that he, deponent, always bought enough to supply any deficiency created by the use of the hay and oats, the property of the Indians; that the oats sent up by Mr. Bonesteel for the use of his mare and colt were sent up sometime after they were in the said barn; that deponent estimated the amount fed to them previous to the arrival of the oats sent by Mr. Bonesteel, by the daily quantity which he gave them; that during the winter of 1858-'59 there were about fifteen yoke of cattle kept in the Menomonee barn during the entire winter; that during the same winter two cows were kept therein belonging to deponent; and also one span of horses belonging to the Indians; also one colt, the property of deponent; that, for his said cows and colt, deponent bought hay and oats, and some bran for their feed; that in the same winter a horse belonging, as deponent understood, to G. F. Wright, of Oshkosh, was kept in said barn for four or five weeks; that at that time William Powell had some hay in the barn from which the horse was fed; that said Powell, the Indian interpreter, supplied seven or eight bushels of oats for the feed of the said horse; that in the commencement of the same winter said Powell had two cows in said barn for about two weeks—until he got his stable ready; that said Powell had two and a half tons of hay in said barn during that winter; that there was no convenient mode of keeping the hay and grain separate; that during the last winter there were two cows kept in said barn belonging to deponent, and two

belonging to the interpreter, William Powell, and also from three to fifteen yoke of cattle belonging to the Indians; that there was also one horse kept therein for the use of the agency; that during the period of threshing, deponent kept a pony therein for his use as farmer to the agency; that Captain Powell, the interpreter, bought three or four tons of hay, from which his cows were fed; and that he, deponent, fed his own cows from hay and bran purchased by himself; that the hay and grain was kept during the last winter without separation, as in previous years; that the horses of travellers have been kept in the Menomonee barn from time to time, and generally fed upon oats brought by themselves; that teamsters, in general, carry their own oats; that sometimes deponent has kept the horses of travellers, and received pay therefor; that he, deponent, in such cases, fed them from his own oats and hay; that there is no accommodation for travellers within eight miles in one direction, and eighteen in the other, except at the reservation; that he, deponent, raised corn upon about two acres—in all about seventy or eighty bushels of ears—which deponent fed to his pigs; this was the only corn raised that year; that the said corn, raised by deponent as aforesaid, was of poor quality, owing to the frosts of that year; that in the fall of the year one thousand eight hundred and fifty-eight he, deponent, sold six bushels of rye, raised by deponent as farmer to the Menomonees, for which he received one dollar per bushel, the money for which deponent left with Captain Powell, the interpreter, for the Menomonees, for which sum the said interpreter purchased flour for the Indians in presence of and to the personal knowledge of deponent; that this flour, so purchased, was divided amongst the poor of the tribe on said reservation; that the said grain was all that the deponent sold for the said Menomonee Indians; that this grain was sold by the deponent to a farmer, whose name deponent does not recollect, about five miles below Shawano; that deponent slaughtered three oxen belonging to the Menomonee Indians, in the month of November, in the year eighteen hundred and fifty-seven; that the said cattle were in very poor condition; that they were slaughtered at the request of the chiefs of said tribe; that the meat was divided amongst the Indians, except one quarter, which was withheld for distribution to the band of Shaw-wa-no-pe-na-so, for whom no representative was present at the time of distribution; that about a week or ten days afterwards this quarter was distributed to said band.

That the three hides were placed in the warehouse; that it is not true that he, deponent, took the tallow from said oxen and converted the same to his own use; that the oxen were in so poor a condition, that there was no tallow saved therefrom; that one of the hides was given to the band of Sho-no-nee, and another to the band of Oshkosh; that a part of the third hide deponent used in making a harness, to be used in the ox-frame for shoeing oxen; that deponent sold the hide of a cow to Mr. Cavert, the Indian trader, during the month of September, in the year eighteen hundred and fifty-seven; that the said hide was taken from a cow the property of the deponent; that he, deponent, distributed the meat of said cow amongst the Indians on said reserve; that it is the custom of deponent to furnish wood for the use

of the schools, and occasionally for the use of the office of the Indian agent, and also for his, deponent's, own use ; that he, deponent, in his testimony regarding the feed given to the horses of strangers, intends to be understood that when there was no grain or hay of his own in the barn, he fed from the common stock in the Menomonee barn ; that deponent returned at his own expense the amount of hay and grain so used ; that deponent bought oats for the use of the agency, last fall, from William Grinder, of Shawano, for which deponent took vouchers ; that deponent supplied the hands employed on the farm with provisions for which he received payment, and that this was done at the solicitation of the said farm hands ; that deponent exchanged potatoes, which he purchased, with the Indians for sugar for his own use ; that S. Strauss left three hundred dollars with deponent, one year ago last winter for the purchase of furs from the traders ; that he, the said deponent, gave the said money to Joseph Gauthier, who purchased for deponent furs to the value of seventy dollars, and returned the balance to deponent, which he, deponent, returned to Mr. Strauss ; that during each spring, any excess of wheat or rye, left after seeding, has been sent by deponent to the mill to be ground, and distributed among the poor of the tribe ; that a year ago last summer all the wheat raised on the reservation was spoiled by the rust, and was unfit for sowing, and consequently deponent recommended to agent Bonesteel to purchase about two hundred bushels of wheat to sow on the said reserve for the Indians ; that it has been the custom to plough and sow for the employes on the reservation, under instruction from previous agents, and that the same custom has been pursued under the agency of the present agent ; that as a general custom he, deponent, has paid for his own firewood ; that occasionally when the hands were unemployed he, deponent, has employed them in cutting wood at his own house ; that the firewood purchased by deponent was purchased of Indians, and that the price he paid therefor was generally ten shillings per cord ; that in the spring of the year eighteen hundred and fifty-nine, four hundred sacks of flour and one hundred barrels of pork were distributed to the Indians on the said reservation ; that on the previous February, one hundred and fifty bushels of corn were distributed ; and that after the distribution of said flour and pork, two hundred and ten bushels of seed wheat was distributed among the said Indians ; that the difference in the time of the arrival of said flour and before the whole amount reached the said agency was about ten days ; that it was brought thither in both sleds and wagons ; that deponent does not remember whether the said flour and pork arrived at the reservation previous to the departure of the Indian delegation for Washington ; that he, deponent, thinks the said delegation returned to the reservation during the latter part of the month of March in said year ; that he thinks that the provisions were all distributed some two days prior to the arrival of the said delegation from Washington.

FRIEDRICH HAAS.

Sworn and subscribed before me this 21st day of April, 1860.

I. S. TALLMADGE,

*Notary Public, Fond du Lac County, Wisconsin.*

No. 44.

*Deposition of Isaac S. Tallmadge.*STATE OF WISCONSIN, *Fond du Lac County*, ss :

Isaac S. Tallmadge being duly sworn, deposes and says: That he is a resident of the city and county of Fond du Lac, in said State, and that he has resided in said city for the space of ten years and upwards; that he is well acquainted with A. D. Bonesteel, United States Indian agent, and has known him for the last ten years or more; that this deponent, at the request of the said Bonesteel, in the month of January, in the year 1859, accompanied him to the Menomonee reserve for the purpose of assisting him in making some applications for bounty land warrants, under the provisions of the act of Congress of 1855, for some of the Menomonee Indians, who claimed to be entitled thereto for services rendered during the Black Hawk war; that on the 7th or 8th of January, 1859, as deponent now recollects the time, he was present at a council of the Menomonee Indians, held on their reserve; that said council was continued from time to time, and was held for the purpose of preparing applications for the Indians to obtain bounty land warrants for the aforesaid services; that at said council, besides the Indians collected, were constantly present the said A. D. Bonesteel, this deponent, and William Powell, United States interpreter for said Indians; that on the opening of the said council the said Bonesteel, through the said Powell, informed the Indians as to the nature of the business he had come to transact with them, which was that, he had come to make application for their warrants, as he had sometime before promised them he would; they were then in like manner instructed by the said Bonesteel as to what persons he supposed were entitled to warrants, which instructions were, as near as this deponent now recollects the same, to the effect that the warrior who performed the service was entitled to the warrant, or if he was not living, the widow of the deceased warrior would be entitled, or if neither the warrior nor widow were living, the minor child or minor children of the deceased warrior would be entitled. And deponent further says, that many questions were asked by the Indians in reference to the rights of those alleging to have such claims, all of which questions were correctly and properly answered, as this deponent believes, by the said Bonesteel, through the said Powell, the said interpreter, which instructions, explanations, and answers, from what deponent saw and heard, he believes were fully understood by the Indians; that the Indians were then requested to present the names of those persons who claimed warrants; if the name was that of the warrior who performed the service, he was questioned by the said Bonesteel as to the particulars of the service rendered, his age, and other facts required to be stated in his declaration, and his answers were reduced to writing for the purpose of afterwards drafting the declaration from; in the same manner, if the applicant was a widow or minor child, were they questioned; and in the same manner was each witness offered to substantiate such facts questioned and their answers reduced to writing; that

on each application the same formula was gone through, and at times questions would be asked them by the said Bonesteel to test their credibility. The applications with accompanying affidavits were then prepared, and generally before taking a recess, where papers were ready for signing, the person making the application, together with his witnesses were called forward, the declaration and affidavits, were read and interpreted by the said Powell; they were then asked if they understood them, and if they were true, to sign them; and in like manner they were sworn by the said Bonesteel to the truth of said papers; that precisely this same proceeding was gone through on each application which was there made. And deponent further says, that the said Bonesteel frequently cautioned them against making improper applications, and from time to time cautioned the witnesses about making wilful misrepresentations as to the matters to which they were required to swear, and the consequences of taking a false oath duly and fully explained.

I. S. TALLMADGE.

Sworn and subscribed before me this 15th day of May, 1860.

CHARLES W. WHINFIELD,  
*Notary Public, Fond du Lac County, Wisconsin.*

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No. 45.

*Letter from A. D. Bonesteel.*

FOND DU LAC, May 14, 1860.

SIR: It has been suggested by my counsel in the investigation just had before you touching my official conduct as United States Indian agent, on a review by him of the testimony taken on said investigation, that perhaps it might be proper to make an explanation on two points attempted to be made by the counsel for the Indians. If you recollect, a question was asked by Mr. Howe, of (I think) the witness J. S. Cavert, as to the payment of the rent for the last year of the store he occupied on the Monomonee reserve. This inquiry was objected to by my counsel on the ground that the counsel for the Indians, Mr. Howe, had fully closed his case before Mr. Cavert was called as a witness for me, and the inquiry lead to the introduction of new matter. This objection was sustained by yourself, and the question excluded. The course was deemed very important by my counsel at the time, as the counsel for the Indians (Mr. Howe) exhibited a strong disposition at all times to reopen his case, which, if it had been permitted, would have had the effect to have protracted the investigation to a very tedious extent.

As I have nothing to conceal in reference to any matters appertaining to my official conduct, I would now state there are two stores on the reserve—one occupied by Mr. Cavert, the person before alluded to, the other by Mr. Morse. The understanding in reference to these stores with the chiefs and the tenants has been that the rent of the



store Cavert occupies should go to the Pagans chief, and should be paid in tobacco at the rate of one hundred dollars per year. The rent of last year for this store has not been paid. The rent of the store occupied by Morse was one hundred and twenty-five dollars per year, and was to be applied for the benefit of their church. The rent for this year has been paid, and the proceeds applied for that purpose under the direction of the Christian chiefs.

The other point to which I would call your attention is the payment of the miller, Leach, during the first winter of my term of office. The fact in reference to this is, that Mr. Leach obtained a leave of absence—for how long a time I do not now precisely recollect. He was unwell at the time, and this was the main reason for granting him the leave. He was quite ill for some months afterwards, and on recovering his health he resumed his work. I thought it no more than right, under the circumstances, that he should be paid his full salary, and accordingly did so, without making a deduction for his lost time. A portion of that time, you will bear in mind, was during the fall and winter, when nothing could be done, in his capacity of miller, on account of the weather. His other absences have been on leave, and during the winter months, when his presence at the mill was not required, and during which time it could not be run on account of the severity of the weather.

I would also state that I have been charged with making my purchases of supplies for the Menomonee Indians at private sale. No proof to sustain such a charge has been adduced, none has been offered, and none such, I may say, can be found. It may be proper for me to state, however, that all my purchases have been made by contract, of the letting of which due and public notice for proposals for said supplies have been given, and such contracts have always been let to the lowest and most responsible bidder.

I am, sir, very respectfully, your obedient servant,

A. D. BONESTEEL,  
*United States Indian Agent.*

